

The Solicitors' Journal.

LONDON, AUGUST 9, 1862.

LORD WESTBURY'S ACT to facilitate the title to and conveyance of real estates, and Lord Cranworth's Act for obtaining a declaration of title, have both received the royal assent, and copies of them are now to be had from the Queen's printers. In an early number we shall commence to give a "reading" of both these statutes intended especially for the use of solicitors.

NOTICE HAS BEEN GIVEN that during the vacation all applications to the Court of Chancery which are of an urgent nature are to be made at the chambers of Vice-Chancellor Sir John Stuart and that all applications *ex parte* up to and including the 1st of September, are to be sent to the Master of the Rolls by post, accompanied with the brief of counsel, endorsed with the terms of the order applied for, and a cover capable of receiving the papers to be returned, with sufficient stamps affixed thereon, and addressed as follows:—"To the Registrar in Vacation, Chancery Registrar's-office, Chancery-lane, London, W.C." On applications for injunctions or writs of *ne exeat regno*, there must be sent, in addition to the above, a copy of the bill, a certificate of bill filed, and office copies of the affidavits in support of the application. The papers sent to the Master of the Rolls will, when any order is made thereon, be returned direct to the registrar, accompanied with such order as the Master of the Rolls may have thought fit to return thereon. When the Master of the Rolls declines to make any order thereon, the papers will be returned to the solicitor who sent the papers according to the address given by him. The Master of the Rolls' address when he leaves London can be obtained on application at the chambers of the Vice-Chancellor Sir John Stuart, 11 and 12, Old square, Lincoln's-inn, or at the Registrars' office. The chambers of Vice-Chancellor Stuart will be open during the vacation on Tuesday, Wednesday, Thursday, and Friday in each week, from 11 to 1 o'clock.

IF MESSRS. BURDER & DUNNING, the professional advisers of the Bishop of Lichfield, be well advised about the Bilston case, all that can be said is, that the laws ecclesiastical are not in a very wholesome condition. When Mr. Fletcher, the rector of Bilston, was convicted under the Fraudulent Trustee Act of misappropriating the funds of a savings bank of which he was a trustee, it was very natural that his parishioners, who have the right to nominate to the living, should have made up their minds that the conviction would, *ipso facto*, create a vacancy. It appears, however, that they were mistaken. The bishop has taken legal advice upon the subject, the result of which is embodied in the following communication:—

"27, Parliament-street.

July 10, 1862.—My Lord.—We have ascertained that the offence of which the Rev. H. S. Fletcher has been convicted is a misdemeanour under the Act 24 & 25 Vict. c. 96, but he has not yet been brought up for sentence. Had the offence been felony, a sentence of deprivation would be pronounced by the Ecclesiastical Court on proceedings taken for the purpose. A misdemeanour is not in itself a cause of deprivation or suspension; and, as the offence of which Mr. Fletcher has been found guilty is not an offence against the laws ecclesiastical, we do not see that your Lordship can take any proceeding under the Church Discipline Act.—We are, my Lord, your Lordship's very faithful servants, BURDER & DUNNING.

The Lord Bishop of Lichfield.

Assuming the opinion contained in this communication to be correct, which it is most likely to be, it cannot be denied that such a state of things is very disgraceful to English ecclesiastical law, and we hope that

the Bilston case will be made the occasion of a speedy amendment. The grounds and causes of the deprivation of any ecclesiastical benefice are, for the most part, if not wholly, defined by statute. They generally involve considerations of a purely ecclesiastical nature—*ex. gr.*, want of orders, illiteracy, want of age, refusing to use, or speaking against, the Book of Common Prayer, etc.; but some of them relate to offences of a moral and even criminal character. Thus, the statute 9 Edw. 4, c. 34, makes perjury by a parson a ground of deprivation; and by the statute 23 Hen. 8, c. 1, the power of degrading clerks convicted of certain crimes is reserved to the Ecclesiastical Courts. In certain cases it is enacted that the benefice shall become void, *ipso facto*, when the offence is committed. Other cases are governed by particular enactments, which describe the proper procedure for obtaining the avoidance. For a very long time, however, it was felt that the course of procedure adopted in the ecclesiastical court in all these cases was very tedious and unsatisfactory, and it is no wonder that the Church Discipline Act of 1840 (3 & 4 Vict. c. 86) should have commenced its preamble by a recital that "the manner of proceeding in causes for the correction of clerks requires amendment." That Act enables a bishop to issue a commission of inquiry when any clergyman within his diocese is charged "with any offence against the laws ecclesiastical, or concerning whom there may exist scandal or evil report as having offended against those laws;" and it is lawful for the bishop "with the consent of such clerk and of the party complaining," to pronounce such sentence as the bishop shall think fit. The Act is exclusively confined to offences against the laws ecclesiastical, and it appears that we are to consider that the Rev. Mr. Fletcher is not guilty of any such offence. It is upon this latter point only that there seems to be some room for doubt. Every gross offence against not only the statute law of the country, but the moral law, ought certainly to be within the scope of the ecclesiastical law, or else the ecclesiastical law ought to be wholly abolished, and the cases of which it has cognizance transferred to the ordinary tribunals of the country. But this Bilston case not only exposes to public view the marvellous insufficiency of the laws ecclesiastical, but also the absurdity of an antiquated distinction without a difference in our criminal law, which has been perpetuated by the model Consolidation Acts of last session. If Mr. Fletcher had been guilty of petty larceny, and therefore of felony, he would have been deprived of his benefice, worth £800 a-year; but though he was guilty of a much more heinous and injurious crime, he is ecclesiastically unpunishable, because it happens to be called a misdemeanour. Have not the parishioners, therefore, some reason to complain that the criminal code of last session should have "consolidated" this absurdity? When such evils arise from a false classification of crimes, it is time for logic to assert its rights. It is now many years since the Criminal Law Commissioners complained that the law of England presented "a vast variety of punishments," which are not, however, adapted to corresponding gradations or shades of guilt, but are of an arbitrary and somewhat capricious character. The greater part of this arbitrariness and capriciousness is attributable to the continuance of the senseless distinction between felonies and misdemeanours. What can be more absurd than to make bigamy a felony and perjury a misdemeanour? If Mr. Fletcher had been a clerk or shopman who had embezzled his master's money, he would have been guilty of felony, while, as it is, he is, in the eye of the law, a mere misdemeanant. When we consider that our new criminal code, after all that has been said upon this subject, retains this illogical and absurd distinction, we can hardly lay the whole blame upon the laws ecclesiastical for what is unquestionably a disgrace to English jurisprudence.

THE JUSTICES ARE BOUND TO ADMIT TO BAIL in all cases of misdemeanour except those which the 11 12 Vict.

c. 42, particularly enumerates, but in the case of such excepted misdemeanours, and in all cases of felony (treason excepted) they have a discretionary power to admit to bail or to commit to prison. The "Act for regulating the Police Courts of the Metropolis" (2 & 3 Vict. c. 71), appears to give the police magistrates the same discretion as to felonies which any other magistrates would be allowed to exercise. No doubt there is wisdom in not binding too closely the hands of those who have to administer justice, and we should be the last to urge any measure which could impair the usefulness of a generally valuable body of men. The acts of police magistrates, however, are substantially under the control of higher authorities, whose duty it is to see that no men occupy so responsible a position who have not sufficient judgment to use with advantage the very large powers which the police courts exercise for the protection of the community. We read with some surprise in the *Times* of the 5th inst., the enlargement on bail of a miscreant of the name of Jupp, who on evidence unimpeached and apparently unimpeachable, was charged before Mr. Woolrych with a most determined offence against a young and helpless female. Nothing could be more deliberate or continuous than the attack; nothing more complete, if we are to believe the evidence, than the success. The unhappy victim of this wretch's passion was found in an insensible state, and did not return to consciousness for a considerable time. Nothing like collusion appeared, nor was so much as an attempt made to show consent, encouragement, or imprudence of the slightest description. The offence alleged was one which would formerly have been expiated on the gallows, and for which penal servitude for life would now be the inevitable punishment. The accused is left in the hands of his father and brother (unless our memory deceives us), and what father and brother would hesitate to forfeit their recognizances in the face of so severe a penalty? It would perhaps be unfair to express a decided opinion on the basis of facts gathered from a mere newspaper report. Such a report, however, may afford fair *prima facie* ground for an inquiry, and we sincerely hope that the matter above alluded to will not be allowed to drop without a satisfactory explanation.

CERTAIN IRISH MEMBERS of the House of Commons appear to have taken umbrage at the practical rebuke which was given by Lord Ardmillan to the impulsive jury which found by acclamation for Mrs. Yelverton. Yet we can scarcely conceive that any sensible man can hesitate, so far, to place faith in the careful summing up of the learned Scottish judge. It is, of course, quite possible that his judgment may be reversed, for the most learned men must fall short of perfection, and the duty of ruling absolute points of law—especially the law of other countries than one's own—can never be performed with unerring certainty. But it is one thing to acknowledge the fallibility of man, another to say that there is the slightest probability of Lord Ardmillan being wrong in these matters. The natural function of a jury is to find a verdict on issues of fact; but in this extraordinary case the jury practically decided the most perplexing and intricate questions of law. Fully admitting at its standard value an opinion entertained by twelve sworn men, we must and shall think that it would have been wonderful if the Dublin jury had arrived at a correct conclusion. Those who know by experience how much close application is required to write an opinion even on the most trifling point will fully recognise the difficulty of arriving at a legal truth by a mere *viva voce* process. The passionate appeals of counsel, the alternations of examination and cross-examination, and the unavoidable jumble of facts and law, all assist to complicate the problem, and we would rather trust a single lawyer in the closet than a whole bench of judges in a jury box. Messrs. Henessy and Whiteside complain bitterly that the Scotch judgment was formed on merely documentary evidence; but

they have yet to show that his opinion, if formed on *viva voce* evidence would not have been precisely the same. We agree, however, with the malcontent members in disapproving of the confused state of the marriage law, and we trust that the Yelverton case will suggest to the Legislature that this branch of our jurisprudence should speedily be placed on a more secure and uniform footing.

THE FACTS DISCLOSED AT THE TRIAL OF FLOOD, at Lewes for the murder of a fellow-soldier are suggestive of very grave reflections. It appears that Flood had more than once been tried by a mock court-martial composed of privates, and had once been flogged by its sentence. He had received a summons to attend another sham court-martial, and might reasonably anticipate a repetition of the outrage. He drank much after receiving the summons; he yielded to a not unnatural despondency; and, steeped in drink and misery, he shot with his carbine the soldier at whose instance he had last been summoned. The jury could scarcely reduce the crime to manslaughter; for Flood does not appear to have committed the act in a state of sudden frenzy, and there is every appearance of his having loaded the piece himself, although he denied having done so. But can any one with patience reflect on the brutal and degrading tyranny against which this unfortunate young man rebelled? Can any one read the evidence, to the effect that this system of sham courts-martial exists throughout the army, and is known, but not revealed or suppressed, by the non-commissioned officers, without feeling how hopeless must have been the position of one who was habitually pitched upon as the victim? It is needless to say that this systematic bullying, now that it is known, must be abolished; but there is something to be done in the meantime. The crime of Flood is great; but it is no ordinary murder; and, although the law can take no account of the maddening influence of cruelty, the Crown may find it a fair ground for interference. Had Flood been guiltless he need not have pleaded for mercy; but justice may waive some portion of her claim, when but for provocation of a most astounding kind the crime would never have been committed.

THERE WAS RECENTLY IN IRELAND an action upon a policy of assurance against an insurance company, which will, no doubt, be made much use of by the advocates of indisputability. It appeared that the policies of the Scottish Widows' Assurance Company contains a clause that if, as a matter of fact, the insured has at the time of effecting an assurance anything the matter with him tending to shorten life, even though he were ignorant of it, the policy shall be null and void. Dr. Bayley, of Rookwood, Roscommon, received from a Mr. Campion a policy of assurance on his life, as a collateral security for money advanced to him by Dr. Bayley. On the death of Mr. Campion, the assurance office refused to pay the policy, on the ground that Mr. Campion had insured his life, knowing at the time that it was uninsurable, in consequence of his suffering from disease of the stomach, tending to shorten his life. As a matter of fact, he had a cancer of the stomach at the period of the insurance, though he was not aware of it, but, on the contrary, believed himself to be in perfect health, excepting some dyspeptic symptoms, of which he gave the company full information, and which, admittedly, had much improved under medical treatment. Before effecting the insurance, Mr. Campion had implicitly told the company that "he had suffered under dyspepsia, or indigestion, or some stomach disease resulting from these." He also referred them to his own private medical adviser, to whom, however, the company never applied; and he finally passed the examination of their own medical adviser—a distinguished Dublin practitioner. It was also shown that Mr. Cam-

pion's medical attendants had never informed him of the dangerous nature of the disease; but, on the contrary, had held out to him hopes of recovery, if he would adhere rigidly to the rules of diet prescribed. After six days' investigation of the case before the Chief Baron and a special jury, and the examination of doctors and lawyers of eminence *pro* and *con*, the jury, by their verdict, acquitted Mr. Campion of the charge of fraud, but found that, as a matter of fact, he had the disease of the stomach alleged by the company, and that as a consequence, the policy was null and void.

This was certainly a strong case. As the law stands, however, the decision was probably correct. If insurers are foolish enough to guarantee, as a condition of the policy, their own absolute health, not as a matter of opinion, but as one of fact, it may sometimes happen that they will have to regret their folly. But unfortunately it is too often the case that persons accept policies without paying much attention to their special stipulations. Lawyers are not so likely as other people to fall into this error, yet the case to which we allude is worthy even of their special attention.

DE MINIMIS NON CURAT LEX, says the proverb; but legal maxims, like all others, must be taken *cum grano salis*. The case of *Morgan v. Simpson*, reported in the daily papers of August 6th, may have attracted the attention of our readers, and it has some interest as throwing light on the legal transactions of managers and performers. It appears that Miss Clara Morgan (well known as a columbine and principal dancer) agreed, or thought she agreed, to dance for Mr. Simpson (late of Cremorne) at the Surrey Gardens, during the summer season. Unfortunately there was no written agreement, and the arrangement was made through Mr. Milano, a distinguished harlequin and ballet-master, and a Mr. Bishop; Simpson was lessee and manager. About Whitsunday, however, it was settled that the gardens should be taken for St. Thomas's Hospital, and so the whole matter was at an end. The defence of Mr. Simpson was, that Bishop was not authorised to make the engagement; yet Simpson had published an advertisement, in which Milano and Miss Morgan were boldly announced to dance for the season. Mr. Milano was called as a witness for Miss Morgan, and Bishop for Simpson. What were the jury to believe? Here were two persons who said the engagement was an understood thing, and an equal number who declared that nothing of the kind was intended. Ultimately a verdict was found for the plaintiff, but the damages were only £20, whereas Miss Morgan's alleged loss would amount to about £60 at the most moderate computation. Was this a kind of equitable compromise on the part of the jury, or was the small amount of the damages due to some unexplained circumstance? We cannot tell; for none may pry into the secret thoughts of the all-powerful twelve; but we advise Mr. Simpson for the future to conclude arrangements for himself, and Miss Clara Morgan to make her agreements in black and white.

THE BAR OF PARIS has been undergoing an agitation similar to what has been experienced in this country. There has been some discontent about the exclusive character of its governing body, and accordingly the elections for the renewal of the Council of the Order of Advocates have this year presented more animation than usual. Struck with the inconvenience of always seeing the same names in the council, several members of the order proposed that for the future one-third of the council should not be eligible for re-election, with the exception of the old *bâtonniers*. But this was in reality to diminish the right of election and to replace one inconvenience by another quite as great. The council, therefore, rejected the petition presented on the subject, and replied to the petitioners that they had only to use their right instead of abdication. The electors understood that reasoning; five new members

henceforth form part of the order, and the usual routine is thus broken through. Out of the nominations which remain to be made two at least must belong to the new ones; one-third of the council will therefore be renewed, and perhaps that ought to suffice. In England, the governing body of the Bar is entirely self-elected, and the Bar would no doubt be well contented to have as much liberty of choice as is accorded to their French brethren. Sir George Bowyer, we are happy to see, does not mean to drop his bill. He intends to introduce it again next session.

THE GREAT EXHIBITION UMBRELLA QUESTION was tried at the Brompton county court on Wednesday. The case is not altogether unknown to our readers; Captain Garnham having adopted other means than the county court to obtain a redress of the wrongs he suffered in having to pay a penny for the care of his umbrella, whenever he carried one to the Exhibition, or to have the umbrella itself forfeited. This conduct he regarded as an infraction of his rights as a season ticket holder, and brought his action accordingly. The point in dispute was, whether the commissioners had power to enforce this payment under their right to make regulations for the proper management of the building. The judge decided that they had not, and ordered the commissioners to restore the umbrella and pay a shilling damages.

SEVERAL OF THE GENERALS of the army of the Federal States of America were formerly solicitors. The *Times* correspondent at New York says that "a whole squad of attorneys have risen to the highest rank at one bound without having passed through the intermediate gradations." Halleck, the present Commander-in-Chief, was formerly a practising attorney; and so was Butler, of unenviable notoriety on account of his doings at New Orleans. "Manhattan," the correspondent of the *Standard*, says, that General Halleck was "a third-rate lawyer in the city of San Francisco."

UNDER THE HEAD OF "FOREIGN TRIBUNALS" in our columns to-day, will be found a report of an interesting trial before a provincial tribunal in France, in which, after a protracted litigation, it was held that according to the Code Napoleon, and to the provisions of French law generally, a Roman Catholic priest might contract a valid marriage. The decision, which appears to have been arrived at after great hesitation, and to have been that of a bare majority of the judges who heard the case, proceeded upon the ground that marriage is, according to the Code Napoleon, a purely civil contract, which may be made by all citizens who are not thereby declared incapable of such contract, and that as the Code does not invalidate the marriage of priests, the Courts have no jurisdiction to deprive them of their natural rights.

THE FOLLOWING SITTING DAYS have been appointed by the Sheriff of Middlesex for the Trinity Vacation:—August 14th, 28th, September 25th, October 9th, 16th, 23rd, and 30th.

LORD STANLEY, Lord Overstone, Sir William Erie, Sir William Page Wood, Sir William Atherton, Sir Hugh McCalmont Cairns, Horatio Waddington, Esq., William Robert Grove, Esq., William Matthewson Hindmarch, Esq., William Edward Forster, Esq., and William Fairbairn, Esq., have been appointed her Majesty's Commissioners to inquire into the working of the law relating to Letters Patent for Inventions.

MR. HENRY JOHN BALL has been appointed judge of the Court of Summary Jurisdiction, and Mr. Charles May has been appointed police magistrate, for the colony of Hong-Kong.

MR. G. R. DODD, of St. Heller, Jersey, has been appointed a commissioner for Jersey to administer oaths in the common law courts at Westminster.

THE CASE OF OODDEEN v. OAKELEY.

The long vacation has now commenced in earnest at Lincoln's-inn. The Lords Justices sat for the last time, until next Michaelmas Term, on Tuesday last, when they delivered judgment in the cause of *Ooddeen v. Oakeley*, one which has long been pending, and before the public in various shapes on both sides of Westminster Hall. The suit in chancery was for the purpose of obtaining the delivery up to the plaintiff for cancellation of five bills of exchange, which were in the hands of the defendants, on one of which bills—the largest in amount—Mr. Oakeley, the holder, was suing at common law. The acceptor of these bills, who was the plaintiff in equity and the defendant at common law, had been the Minister of the King of Oude in this country; and the main question in the cause was whether Mr. Oakeley had, actually or constructively, any notice of the circumstances under which it was alleged the bills were originally obtained. It was, however, soon admitted, upon the hearing of the case, that he had personally no such knowledge whatever when he advanced money upon the security of the bill in question; and notwithstanding two lengthened but abortive trials at law, and the very protracted hearing before the Lords Justices, the only issue as between these two parties was, whether the holder had such notice through his agent? The issue thus raised is that which makes the case to be of peculiar interest for the legal profession, as the agent in the transaction was Mr. Roy, a solicitor of long standing and of great experience, and a member of an important and respectable firm, whose position in the profession could not be uninfluenced by the decision which might have been arrived at in such an inquiry.

There are, also, other features in the case which are not undeserving of notice. The first of these to which we shall allude is the curious attempt which was made at Nisi Prius to extend the doctrine of constructive notice beyond any bounds ever assigned to it by the chancery judges—to be more equitable than courts of equity themselves. The verdict of the jury on the first trial was against the holder of the bill, upon the ground that his agent took it "under circumstances amounting to notice of a fraud;" and this finding appears to have been under the express direction of Chief Justice Erle. A motion for a new trial, however, was obtained, very properly in our humble opinion, upon the ground that it was too vague in its terms, and could not be supported by the doctrine of courts of law applicable to such cases. Thereupon the cause came on again for trial before Mr. Justice Byles, but without result, as the jury were unable to agree; but it was understood that the majority of the jury were disposed to follow the example of their predecessors. A third effort made to obtain a decision at common law failed on account of the impossibility of obtaining a special jury; and both sides, no doubt sick of this protracted contest, and of the apparent hopelessness of any result at common law that would be satisfactory to either side, consented that there should be, once for all, a hearing before the Lords Justices, whose decision would be accepted as conclusive in the action at law. It would certainly have been impossible to have selected any tribunal so well fitted for adjudication in such a case. For many consecutive days the Lords Justices were engaged in wading through the sea of evidence which was contributed not only from both trials at law, but also from the suit in chancery, and the result has been, so far as Mr. Roy is concerned, entirely to exonerate him from all imputation in the matter, a result which must be highly satisfactory to his friends, and indeed to the whole body of his professional brethren. We only regret that the morning journals which appeared so eager to give publicity to the insinuations which were made against him have not considered it their duty to take the same pains in publishing the elaborate judg-

ment of Lord Justice Turner, which was a complete vindication of Mr. Roy.

This case affords another illustration of the bad chance which a lawyer has with a British jury in any case likely to excite prejudice against lawyers. It also shows conclusively the great disadvantage of the present system of *dual* litigation upon issues relating to bills of exchange alleged to be fraudulently obtained or circulated by a contrivance between several persons. In such a case the action at law is always between one of those persons—an alleged holder for value—and the acceptor; but the suit in chancery takes a far wider range, and includes all the parties to the alleged transaction. Under such circumstances the common law action can hardly ever be conclusive as between the parties to it. It frequently happens, therefore, that the proceedings at common law turn out to be a work of supererogation. At all events, while they are going on there are concurrent proceedings in equity relating to precisely the same subject of litigation—contemporaneous pleadings at law, and pleadings in equity, with the position of the parties reversed—oral evidence at law from those who have made affidavits in equity, and virtual cross-examinations upon those affidavits, and afterwards, of course, formal cross-examinations in equity upon the same affidavits, as well as virtual re-examinations upon the cross-examinations at law. There is not a particle of difference between the legal rules applicable to such cases on one side of Westminster Hall and on the other. Indeed, the only substantial difference of any kind is, that in equity the hearing is exhaustive and conclusive—after compulsory discovery by all persons concerned—while at law it is partial, and may be behind the backs of those who are as directly interested in the issue as those who are the actual parties to the cause. Now that courts of equity have the power to order oral examinations, and to invoke the aid of juries, it would seem to be the wisest course in all such cases for both sides to adopt the precedent set in *Ooddeen v. Oakeley*, and, where they can, to have one final and conclusive hearing at Lincoln's-inn.

One other lesson to be derived from this case ought not to be passed over in silence by a legal journalist. The duties of a solicitor are of a very various character, and require in him a corresponding difference of endowments and habits. The same person is called upon to act not merely as a professional agent in litigation and a professional adviser in his own office, where he may rely upon his experience and where he may be safe so long as he conforms to the requirements of the law, but he also sometimes finds himself called upon to act as the adviser and agent of clients in circumstances where his legal knowledge and professional experience may be regarded as but mere "accidents," so far as his client is concerned, although they may turn out to be a ground for raising every possible presumption against both himself and his client, if anything should afterwards go amiss. If Mr. Roy had refused to go to Sunbury for the mere purpose of obtaining the acknowledgment of an acceptor's signature, as he might have done, upon the ground that it was hardly necessary to employ a professional man upon such an errand, he would have saved himself from a great deal of subsequent unpleasantness. There appeared to be no room for doubt that Mr. Roy fulfilled his mission by producing the acceptance and obtaining the required acknowledgment; indeed, both the Lords Justices seem to have given implicit confidence to Mr. Roy's statement of what then took place. But, unfortunately for him, there was read in his presence the draft of an informal and strange agreement between the Moulvie and a Mr. Chard (the person through whom the several bills obtained circulation), and although Mr. Roy was not then the Moulvie's solicitor, it was very much urged that the mere fact of this agreement having been read in his presence—although he was not consulted about it pro-

professionally and paid little regard to it—was of itself sufficient to have put him upon an inquiry as to the nature of the transactions between the Moulvie and Chard, and so have led him to the discovery that Chard had improperly obtained them. The same line of argument against any other person in the world than a solicitor would not have been listened to for a moment either by judge or jury; and we mention this phase of the case only for the purpose of reminding lawyers that, even when engaged outside the strict duties of their profession, they always carry about with them the character and responsibilities incidental to the profession of the law, and that they must always be prepared with evidence to rebut every unfavourable presumption which may arise from such a character, or involve them unfairly in such responsibilities.

The Courts.

SUMMER ASSIZES.

CHESTER CIRCUIT.

CHESTER.

Aug. 2.—The commission was opened in this city to-day by Mr. Grove, Q.C., Mr. Justice Crompton being detained at Mold. The cause list contained an entry of twelve causes, eight of which were marked for special juries.

HOME CIRCUIT.

GUILDFORD.

Aug. 6.—The commission was opened in this town to-day by Mr. Baron Bramwell. Upwards of seventy causes were entered for trial.

The Court-houses in this county had long been reprobated by the judges, being, in fact, open to the market-places, and unbearable both for noise and inconvenience; besides which the Crown Court and the Civil Court were on opposite sides of the street, so as to render communication between them very inconvenient. At the summer assizes for 1860 a very unpleasant scene occurred, in consequence of the situation of one of the Court-houses, part of which was actually used by persons as a market-place while business was going on. The result was that the presiding judge had to order that part to be cleared, a step which was resisted by the sheriff, on the part of the public, as an infringement on their great privilege of resort to courts of justice. The Lord Chief Justice, in vindicating the course taken by his learned brother in the commission, spoke in strong terms of the discreditable character of the court-houses in this county, which had been reprobated by the successive judges of assize for a long series of years. It is more than doubtful, after all, whether there would have been any change, but for the exertions and the influence of Mr. Bovill, Q.C., member for the town. Being vice-president of the Guildford Institute, he suggested that they should start a company to found a town-hall, which should answer the purposes of court-house, whether for the assizes, the quarter sessions, or the county court, and be also available for the objects of the institute, and of many other kindred institutions in the town. The idea was approved. The institute took it up, their members subscribed, the country gentlemen supported, and the result has been the erection, under the auspices of the company, of a fine hall, in the most eligible spot in the town, available both for a court of justice and for any other public, local, or municipal objects. The site is admirable; it is both central and quiet, a few hundred yards in the rear of the centre of the High-street, on a large open space, without traffic, and free from noise and disturbance. It is spacious, containing two large halls for the two courts, Crown and Civil, close together—the entrances, in fact, adjoining—and various smaller apartments, affording ample accommodation for the different officers of justice, the clerk of assize, &c., rooms for the judges, &c. In short, there is ample accommodation for every purpose; and the building reflects great credit on the public spirit of its promoters, and will be a great boon to the inhabitants and to all who have to resort to the town for the purposes of the administration of justice.

There are various faults in the internal arrangement of the two court halls, the principal of which is that the absurd and inconvenient arrangement of the old court-house, as to the

position of the seats for the bar and the attorneys is still adhered to. That is, the bar are placed at a long table, like a dining table, running down from the bench, the result of which is that while one rank sit with their faces to the jury, on the other side they sit with their backs to them, and one end of the long table goes far beyond the jury-box. It is a pity the long-established precedent afforded by the courts at Westminster and Guildhall was not adhered to, and the seats for the bar placed one behind the other, opposite to, and at a certain distance from the bench; the result of which is to afford room between them and the bench for a table and bench for the attorneys, and also that the bar sit in ranks one behind the other, all facing the bench and looking sideways towards the jury. These are mere errors in arrangement, however, which can be easily amended: the substantial requisites of sufficient space and an airy and roomy hall are secured, and the rest can easily be managed as experience and convenience may dictate. Though there is room enough in the hall, there is, however, reason to believe that there are hardly seats enough for the bar or for the attorneys, but this also, which is partly the result of the bad arrangement already alluded to, can easily be remedied.

LEWES.

Aug. 1.—The commission was opened in this town to-day. There were twelve causes entered for trial, one only being marked for a special jury.

MAIDSTONE.

(Before Mr. Baron MARTIN and a special jury.)

July 31.—*Pratt v. Hayward*.—This was an action of libel by the clerk to the justices of Rochester against the clerk of the peace, for a series of libels contained in letters in the *Maidstone Journal* and other newspapers of the city and county, in March last, in regard to the alleged omission by the plaintiff to furnish copies of depositions in the case of one Turner. The effect of the alleged libels was to impute that the plaintiff had been guilty of negligence in the duties of his office. The defendant pleaded that the alleged libels as to the matters of fact were true, and, as to the rest, were comments upon the conduct of the plaintiff in his public and official capacity, and were fair and *bona fide*, and without any malice. This the plaintiff denied.

The disputes out of which the action arose had their origin in a controversy which has for some time divided Rochester, as to the right of the defendant, Mr. Hayward, to the office of clerk of the peace. From that office in April, 1861, the corporation displaced him. The Court of Queen's Bench, however, on a *quo warranto*, decided that they had no right to displace him. The plaintiff had been appointed clerk to the justices by the corporation, who had desired to displace the defendant, Mr. Hayward. In February, 1862, a person named Turner was brought before the magistrates on a charge of felony, and was committed for trial at the city sessions. It was the duty of the clerk of the justices to give copies of the depositions to the clerk of the peace, and the depositions in this case were sent to him a week before the city sessions. Two days before the sessions the son of the accused applied to the plaintiff, as clerk of the justices, for copies of the depositions for the purpose of his defence. The plaintiff asked who was his attorney, and told him that he had sent them to Mr. Hayward, the defendant, as clerk of the peace. When the case came on for trial, however, at the end of February, the prisoner said he had not been able to prepare for his defence, not having had copies of the depositions. In consequence of this, Mr. Hayward, the defendant, explained to the Court that the prisoner had applied to the plaintiff for the depositions, and had been put off, and that they had only been sent to him (the defendant) the day before, so that he could only give them to the prisoner that day. The recorder made some observations on the alleged neglect of the plaintiff as the clerk of the justices, and the case was postponed till the assizes. When the report of this appeared in the local papers the plaintiff wrote an explanation in one of them, in answer to which the defendant published the first of the letters complained of, containing the statement, purporting to be founded on the statement of the prisoner's son, to the effect that the plaintiff had not told him that the clerk of the peace had the depositions until too late for him to get them, and that the expense of the trial of the case at the assizes was owing to the plaintiff's neglect of his duty. The plaintiff answered this by another letter, in reply to which the defendant published the other of the letters complained of, in effect repeating the imputation of negligence on the part of the plaintiff in the matter, and insinuating that

the reason the plaintiff had not applied at the proper time for the depositions was the party feeling already referred to as exhibited in the contest as to the office of clerk of the peace.

The learned BARON observed that it was hardly a matter of such importance as to render necessary an appeal to the law between two members of the profession.

The parties did not, however, accept this suggestion, and the case proceeded.

The plaintiff was called, and stated that when the prisoner's son came to him for the depositions he told him he would have to pay 8s. or 9s. for them, and then asked who was his attorney, and, on finding who he was, went to him and told him the depositions had been sent to the defendant, Mr. Hayward. This was on the Monday, and on the Wednesday the boy came again, and was sent to Mr. Hayward for them. The plaintiff saw no more of him, nor heard more of the matter until the account appeared in the papers of what had passed in the court, when the letters above referred to were published.

The learned BARON said that it was quite clear how the matter had arisen, that the depositions were out of his hands, and that he was not to blame at all. After that, both parties might well withdraw from the matter.

Eventually a juror was withdrawn, and

The learned BARON said he thought that a very proper ending to the matter.

NORFOLK CIRCUIT.

IPSWICH.

July 31.—The commission was opened in this town to-day by Lord Chief Justice Cockburn. There were seven causes entered for trial, two of which were marked for special juries.

NORTHERN CIRCUIT.

NEWCASTLE.

Aug. 1.—The commission was opened in this town to-day by Mr. Baron Wilde and Mr. Justice Mellor. The cause list contained an entry of nine causes.

OXFORD CIRCUIT.

HEREFORD.

Aug. 5.—The commission was opened in this town to-day by Mr. Justice Blackburn. There were only two causes entered for trial.

SHREWSBURY.

Aug. 1.—The commission was opened in this town to-day by Mr. Justice Blackburn. The cause list contained an entry of six causes, one of which was marked for a special jury.

WESTERN CIRCUIT.

BODMIN.

Aug. 2.—The commission was opened in this town to-day by Mr. Justice Williams and Mr. Justice Keating. There were eight causes entered for trial.

EXETER (CROWN COURT).

(Before Mr. Justice KEATING.)

July 31.—An application of rather a novel character was made to the Court to-day. George Peacock had been convicted of robbing a man named Marchall, who was a foreigner. £3 10s. were found upon the prisoner, and there was no doubt that the money was the produce of the robbery, and that money was in the hands of the police. The prosecutor, being a seaman, was obliged to join his ship, and was not now in this country, and he had no one to represent him. The Larceny Consolidation Act, 1861, directed that a judge might make an order for money so found to be delivered up to the prosecutor or his representative. Application was now made to the Court for an order for the delivery up of the money, and he suggested that for this purpose the consul of the country to which the prosecutor belonged might be considered as his representative. It was therefore asked that the police might be ordered to deliver the money to the American consul, to be held by him in trust for the prosecutor.

Mr. Justice KEATING said that, the prosecutor being a foreigner and being absent from this country, he thought that the consul might be considered to be his representative, and might receive the money upon giving a proper receipt for it.

COURT OF BANKRUPTCY.

(Before Mr. Commissioner FANE.)

July 31.—*In re Alexis Vernier Dufour*.—The bankrupt described himself as a schoolmaster at Brighton, and he now applied to pass his examination, and for his order of discharge. Mr. Brough opposed for creditors; Mr. Cook supported.

It was elicited from the bankrupt, upon cross-examination by Mr. Brough, that in January last, being in difficulties, he sold off the whole of his furniture for about £89. About £50 were paid away on account of rent and other charges, and the balance of £39 was received by the bankrupt himself, and he then left Brighton. He never told his creditors that he was going to London. When in London he consulted a solicitor, and paid him £25 for the purpose of passing him through the court. The remaining portion of the £39 he expended upon himself and family, and thereupon petitioned this court. When he applied for his order of discharge from Mr. Commissioner Evans that learned judge dismissed his petition.

The COMMISSIONER said that if this were so he would not interfere. He would not sit as a Court of Appeal.

Mr. Cook explained that this was a second petition filed by the bankrupt *in forma pauperis*.

Mr. Brough said the facts were precisely the same. All the commissioners had decided that a petition must be dismissed when a bankrupt, in contemplation of failure, denuded himself of the whole of his property.

The COMMISSIONER said that he would not interfere with the former order. The bankrupt might apply to Mr. Evans. Adjourned generally.

(Before Mr. Commissioner HOLROYD.)

Aug. 2.—*In re Heath*.—This was an application for release from custody.

It was urged in opposition that the bankrupt was the defendant in an action brought by Miss Moulton for a breach of promise, and that this Court had no jurisdiction to give him relief from an adverse verdict of £50, and £55 costs. The circumstances of the case were unfavourable to the bankrupt, and it was desirable that he should be required to file an account showing what had become of a sum of money. For the bankrupt it was urged that the circumstances were in his favour, and that the Court would allow inquiry.

His HONOUR held that he had no jurisdiction to release the bankrupt. Application refused accordingly.

WEST INDIAN INCUMBERED ESTATES COURT.

(Before H. J. STONOR, Esq., Chief Commissioner.)

A title must be shown in all cases in this Court, for the usual period.—*Exception under special circumstances, where the first charge was a lien in respect of advances for management and cultivation.*

August 5.—*Re Harriott, Ex parte Pengelly*.—The facts of this case appear in the judgment.

W. Mackeson, of the equity bar, appeared in support of the petition.

Messrs. Tuks & Valpy, for the other parties.

The CHIEF COMMISSIONER delivered judgment as follows:—The additional abstract in this case has now been furnished, and Mr. Mackeson, formerly a member of the Jamaica bar has attended this Court, and afforded very valuable assistance on its consideration. The circumstances appear to be these. The petition prays for the sale of three estates called Mexico, Santa Cruz, and Sally Hall. With regard to Santa Cruz, and by far the greater part of Mexico (both in value and extent) a sixty years' title has been shown, but with regard to the remaining portion of the Mexico estate (about 180 acres) there is shown only a title of forty-one years', commencing with a conveyance by Fisher to Harriott, in the year 1821, and continued possession ever since, under that conveyance and Harriott's will. With regard to Sally Hall, a title of forty years, commencing with Harriott's will, or rather the codicil to it, and a continued possession ever since, is attempted to be shown, but it is admitted that no conveyance of this property was ever executed. The whole of these estates have been for a considerable time and now are in the possession of the trustees of Harriott's will under an order of the Court of Chancery of Jamaica, dated the 5th of February, 1838, in a suit of *Coke v. Harriott*. The petitioner, who is an incumbrancer, and her solicitor know of no earlier or other title as to Blackgrounds or to Sally Hall than what I have stated, but satisfactory searches and inquiries in the registry and records of the island

and elsewhere in this respect do not yet appear to have been made. If the matter rested here, I should feel obliged to postpone the sale of Blackgrounds and Sally Hall, inasmuch as the rule of the Court of Chancery, requiring a sixty years' title, prevails in this court with respect to lands for the sale of which applications are made unless in colonies in which the rule is affected by local Acts; and this does not appear to be the case in Jamaica where the lands are situate; although some statutes (especially 4 Geo. 2.) certainly fortify a merely possessory title very materially. There are, however, circumstances in the present petition which, I think, may justify me in allowing all these estates to be sold, provided that I am fully satisfied as to the facts involved. The first incumbrance appearing in this schedule is a lien claimed by one of the trustees in possession, a manager, and possibly also a consignee, under the order of the Court of Chancery already referred to in respect of advances for management and in cultivation of the estates. The amount of that lien is, I believe, questioned, and other liens having priority to it may be hereafter inserted, but the existence of this lien to some amount is unquestioned. Now, having regard to the numerous authorities on the subject cited in the judgment of this Court in *Ex parte Davies and Boddington*, and *Ex parte Chapman* (Sol. J. vol. 3, p. 544, and *Cust's West Indian Incumbered Estates Acts*, p. 156), and the judgment of the Privy Council in *Fraser v. Burgess*, 29th of March, 1860, it appears to me clear that this lien is a valid charge in this court against all persons whomsoever, and that if the trustee and manager had himself petitioned for a sale I should have been bound to order it. Practically he has already concurred in this application, and upon his doing so formally by filing a claim duly verified, and supporting by himself or his solicitor the application for an immediate sale, I shall, unless his lien is disputed *in toto*, allow the sale of Blackgrounds and Sally Hall, as well as Mexico, to proceed. All the searches and inquiries which I have mentioned, and also searches and inquiries as to certain contingent charges which appear on the title as to Blackgrounds, will probably be necessary hereafter before the final allocation of the purchase moneys, and as to which the petitioner's solicitor will receive the direction of the Court. It is satisfactory to me to think that the conclusion to which I have come will certainly be for the benefit of all persons concerned, even for possible adverse owners or incumbrancers who will be able hereafter to assert their right (if any) against the purchase moneys which will be doubtless augmented, and the expenses of the sale diminished by all the estates being offered for sale together. It remains only to satisfy the Court of the existence of the trustee's lien. If this cannot be done there will be no alternative but to postpone the sale of Blackgrounds and Sally Hall, and also of the Mexico Estate if it cannot be sold to advantage separately.

Parliament and Legislation.

HOUSE OF LORDS.

Friday, August 1.

CHARITY COMMISSIONERS JURISDICTION BILL.

This bill was read a third time and passed.

LUNATICS LAW AMENDMENT BILL.

This bill was read a third time and passed.

Saturday, August 2.

COURT OF COMMON PLEAS (OFFICES FOR ACKNOWLEDGMENTS OF DEEDS) BILL.

This bill was read a third time and passed.

BANKRUPTCY ACT (1861) AMENDMENT BILL.

This bill was read a third time and passed.

HOUSE OF COMMONS.

Friday, August 1.

INCOME TAX.

Mr. HERBARD gave notice that early next session he would renew his motion with regard to the income tax.

LAW OF EVIDENCE.

Mr. POWELL gave notice that early next session he should move for leave to bring in a bill to amend the law of evidence as far as relates to the testimony of experts.

COSTS IN ACTIONS AT LAW.

The hon. and learned MEMBER also gave notice that he should next session move for leave to bring in a bill to consolidate and amend the law of costs in actions at law.

ECCLIASTICAL PROPERTY.

The hon. and learned MEMBER further gave notice that next session he should move for leave to bring in a bill to further and better protect the rights and interest of the lessees of ecclesiastical property.

Monday, August 4.

THE LAW OF MARRIAGE.

LORD PALMERSTON having moved that the house should adjourn until Thursday next,

Mr. P. HENNESSY said he wished to take that opportunity of asking whether the Government meant to take any steps for the purpose of remedying the present very defective and inconvenient state of the marriage law in different parts of the United Kingdom. In the well-known Yelverton marriage case the Lord Ordinary in Scotland had recently given a decision in direct opposition to the verdict of a jury in Ireland composed half of Protestants and half of Roman Catholics, and had thus set aside, so far as Scotland was concerned, that verdict. But in pursuing that course the Lord Ordinary had not examined any witnesses, and had merely before him a mass of written evidence. He wished to know whether the Government proposed to adopt any measure which would put an end to that conflict of jurisdiction and all those attendant inconveniences which had thus arisen.

Mr. WHITESIDE said he thought that was a subject of great interest. He had heard it said by a lawyer that under the present state of the law a man might have three different wives in the three kingdoms. The case to which his hon. and learned friend had adverted showed how curious was the present state of the marriage law. It would appear from it that a gentleman might not be the husband in Scotland of a lady whom a jury in Ireland had found to be his wife, that verdict of the jury having been submitted to the Court, and the Court having been so divided that the verdict stood. There were two questions to be decided in the case—the one, whether there had been a marriage by the law of Ireland; and the other, whether there had been a marriage by the law of Scotland. The Scotch advocates who had been examined in the Irish court declared that the consent of the parties to be husband and wife, followed by cohabitation, constituted a valid marriage; and acting upon that doctrine the jury, who believed as a matter of fact that there had been such consent and cohabitation, found that there had been a marriage in Scotland. With reference to the Irish marriage, the principle question in dispute was whether the gentleman had professed for a sufficient length of time the Roman Catholic religion to make the celebration of the marriage ceremony between him and a Roman Catholic lady by a Roman Catholic clergyman a legal union. He had always understood that consent, followed by cohabitation, constituted a marriage by the law of Scotland; and then the important question arose whether consent was less consent because it was given in the presence of a Roman Catholic priest, while the parties knelt down and declared, the one that he took the lady for his wife and the other that she took the gentleman for her husband. Was that consent to be got rid of by the singular interpretation that full-grown people were not to be held to mean what they said on account of the circumstances amidst which it was stated? That was another important point to be considered. The witnesses had been examined *vide* *supra* in Ireland, the trial had lasted six days; and a judge who merely read the evidence, and had no opportunity of cross-examining the witnesses or eliciting from them any explanations, had come to the conclusion in opposition to the verdict of the jury, that the cohabitation in Ireland had preceded the marriage and had not followed it. But would the House or the country tolerate that any person should be tried for his life on mere written evidence? The letters of the lady in that case had been criticised by the Lord Ordinary in the absence of the writer; and it was not at all unreasonable to suppose that as no contradiction had been found in her evidence during the two days she had been under examination in Ireland, the want of any explanation on her part in the Scottish court had changed the whole aspect of her case. The result was that a lady whom a gentleman was liable to support as his wife in Ireland was not his wife at all in Scotland; and, irrespective of any feeling of sympathy for that unfortunate lady, that was a state of things which called for

the consideration of the law officers of the Crown, with a view to apply to it a speedy remedy.

The SOLICITOR-GENERAL said he was very sensible of the inconveniences and the disadvantages to which the present state of the law gave rise. Nothing could be more improper than for them to express any opinion which church was right, when the matter must be decided by the highest judicial authorities. No persons could fail to see the extreme desirability of some Act which should assimilate the law of the three parts of the kingdom, and he should like to see the law of England on this subject made general, but he should be the last man in the world to force that law upon either Ireland or Scotland. It would therefore be unnecessary to say that he considered the wisest policy of the Government would be to endeavour to assimilate the law as far as possible, and so far as was consistent with the feelings and habits of the people; and if government took the matter up it would be in a spirit of fairness to all parties; but if, on the other hand they could not see their way clearly upon the matter, they would act wisely by not making any attempt to assimilate the law; at the same time, they would give every attention to any measure which might be introduced on the subject by any independent members of the house.

Mr. LEFROY hoped that during the recess the matter would be fully considered, and that a wise measure would be brought in which should effect a compromise upon the points of difference which existed; also that when such a measure was introduced the precaution of consulting the heads of the Church in Ireland and Scotland should be taken.

Recent Decisions.

EQUITY.

ASSIGNMENT OF A CHOSE IN ACTION—SET-OFF.

Re the National Alliance Assurance Company, Ashworth's Case, V. C. W., 10 W. R. 771.

It is an undisputed doctrine that the assignee of a chose in action is liable to all the equities which attach to the thing assigned as against the assignor. In *Smith v. Parkes*, 16 Beav. 115, a retiring partner received security from the continuing partners for his share, and which he assigned to third parties. The Master of the Rolls held that the assignees took subject to the right of equitable set-off of the continuing against the retiring partner. It was also held in that case, that the assignees, having assented to a substituted security in 1846, in lieu of a prior one in 1845, were subject to all the equities existing at the date of the second security. This case is a very important one in determining what are the equities to which an assignee may be subject. It shows that all equities arising out of the subject matter of the assignment, even though they should be subsequent to it in date, will affect the assignee. If, however, the assignment be of anything, the property of which passes by delivery, of course the holder retains it discharged of all equities. This was the ground of the ruling in *Woodhams v. The Anglo-Australian and Universal Family Life Insurance Company and Samuel Sturges*, 7 Jur. N. S. 148, in which the subject of the assignment was a deposit note of the company. In the present case A. assigned to B. a debt due from the company of which he was director for fees. Calls were made, and the company was subsequently wound up, and a compromise was made by the official manager by which A. was released from all liability on his relinquishing all claims against the company. B. gave the company notice of the assignment. It was, nevertheless, held by Sir W. Page Wood, V.C., that as he had not sued for the debt before the calls were made, he was bound by the compromise under which the official manager had set off the debt against A.'s liability for calls. The assignees in this case were directors, and were, therefore, deemed to have had notice of the existing claims against the company. The compromise we may assume to have been a proper one. This case, like *Smith v. Parkes*, *ubi. sup.*, shows that all equities—no matter whether they are prior or subsequent to the date of the assignment—if they really arise out of its subject matter will be enforced against the assignee of a chose in action—that is, of a security, the property in which does not pass by delivery.

COMMON LAW.

NEGLIGENCE—CONSTRUCTION OF PUBLIC WORKS.

Clothier v. Webster, C. P., 10 W. R. 624.

The rule of law in regard to the liability for damage where the Legislature has sanctioned the use of the instrument which

caused the particular damage was laid down by the Court of Exchequer Chamber in the case of *Vaughan v. Taff Vale Railway Company*, 5 H. & N. 679, Cockburn, C.J., saying, "Although where a person keeps a dangerous animal or instrument or other means whereby danger arises, he is, independently of any actual negligence on his part, liable for the damage done yet where the Legislature has sanctioned and legitimatised the use of a certain instrument, provided every precaution has been taken and observed with due and reasonable diligence, it must be held that the person using such instrument is not liable, unless there is actual negligence in the use of it." The same principle governs the older case of *Rex v. Pease*, 4 B. & Ad. 30.

In the present case the Court of Common Pleas held that where due and proper care had not been used in the construction of a sewer authorised to be made under sect. 135 of the 18 & 19 Vict. c. 120 (the Metropolitan Local Management Act), whereby damage resulted to some property, the owner of such property might have his remedy by action, and was not compelled to resort to compensation under the 225th section of the Act. The principle of this decision was that it never was intended to make the above section of the Act do away with the common law right of action in such cases as the present, where negligence was shown to have existed on the part of the Metropolitan Board. In the above-mentioned case of *Rex v. Pease* it was held that where an Act of Parliament authorised the making of a railway parallel to a road, the company were not answerable for injuries sustained in consequence of horses, passing along such road, being frightened. The reason for this decision was said to be that the proximity of the railway to the road being expressly authorised by the Act, and the railway having been used in the proper and ordinary manner, it would be impossible to hold the company responsible without in effect repealing the Act of Parliament; but in the present case the Metropolitan Board might, by executing their works with proper caution, have avoided inflicting damage upon the property of the plaintiff; and as the jury had found, in effect, that through negligence damage had resulted, such damage is the proper subject of an action.

The same principle was recognised in the case of *Lawrence v. The Great Northern Railway Company*, 16 Q. B. 643, and *Brace v. Great Western Railway Company*, 10 W. R. 341, where the distinction was clearly established between damage occasioned in the construction of public works, or works authorised by Act of Parliament and those cases, where negligence is shown to have existed. And in the recent case of *Chamberlain v. West End and Crystal Palace Railway Company*, 10 W. R. 645, the rule was laid down as to the right of an owner or occupier of land to compensation under the provisions of an Act of Parliament for injuries occasioned by a public company taking such land—namely, to see whether the injury for which compensation is sought would have given a right of action if the Act of Parliament authorising compensation had not been in existence.

INNKEEPER—LIEN.

Allen v. Smith, C. P., 10 W. R. 646.

The doctrine of lien may be said, in fact, to have its origin in certain principles of the common law, by which a person who was compelled to receive the goods of another was also entitled to retain them for his indemnity. Thus, indeed, in the first instance, it came about that carriers and innkeepers acquired a lien upon goods entrusted to their charge. An innkeeper is not entitled to detain the person of his guest, although at one time it was thought otherwise, or even to compel him to take off his clothes for the payment of the bill that he has incurred, yet he has a perfect right to retain any of the goods that have been brought into his hotel by the defaulter: 2 Black. Com. 83. As we have above remarked, this lien is co-extensive with the risk and obligation incurred by the carrier or innkeeper, so that they have only a lien upon those goods which they are answerable for, and which it is their bounden duty to protect, as well as those which they may be compelled to receive.

It is not, indeed, necessary that the goods should belong absolutely to the guest; for if the traveller brings into an inn a horse (*York v. Greenough*, 2 Lord Rayn. 866) or a carriage (*Jurill v. Crawley*, 13 Q. B. 197) belonging to another, the lien attaches, as the landlord is not bound in every case to investigate into the ownership. For, as was said by Coleridge, J., in *Jurill v. Crawley*, "If the innkeeper receive the carriage, he is bound to take care of it, and to provide a place of safe custody for it; and in return for those obligations which the law imposes upon him, the law gives him a right to retain the carriage for the keep and care of it. It seems absurd to say

that the innkeeper is bound at his own peril to inquire whether a carriage which bears all the indicia of belonging, does really belong, to his guest." This lien, claimable by an innkeeper on goods not belonging to the guest himself, only extends to such as by the law of the land, the innkeeper is bound to receive as the goods of the guest; and therefore the Court of Exchequer, in the late case of *Broadwood v. Granara*, 10 Ex. 417, held that an innkeeper had no lien on a pianoforte which was hired by a professional artist staying at his inn; for as was said by Parke, B., "The allowing such a lien would be, in fact, causing the debt of the guest to be paid by a third person—a thing which cannot be done except either by consent of the owner of the goods, or where the innkeeper was bound by law, and consequently under an obligation to receive the goods." In the present case the Court held that the lien of an innkeeper attached for his charges for the stabling and keep for thirty weeks of certain race horses, although it was contended that as the horses were constantly going off for races, the right to the lien would be forfeited unless the innkeeper had asserted his right at the first moment of their departure. The Court thought that these horses were allowed to be taken out by their riders in the ordinary way of guests, with the full intention of returning; and such intention was strongly shown by the fact of a person going out without asking for his bill, evidently implying an *animum revertendi*.

Correspondence.

REAL PROPERTY STATUTES.

By virtue of the 11th section of the 23 & 24 Vict. c. 38, and the General Order of the Lord Chancellor of the 1st February, 1861, trustees may invest in Bank stock, East India stock, Exchequer bills, £2 10s. per cent. annuities, and upon mortgage of freehold and copyhold estates in England and Wales, as well as in Consols, Reduced, and New three per cents.

By the 25th section of the 23 & 24 Vict. c. 145 (an Act passed in the same session of Parliament), trustees may invest in Parliamentary stocks or public funds or in Government securities, and may call in and invest on any such securities any trust funds otherwise invested: provided that no such investment (except in Consols) and no such change of investment shall be made where there is a person under no disability entitled in possession to receive as therein mentioned the income of the trust fund without the consent in writing of such person.

It appears to me that the effect of the above clauses, read together, is—That if there is a person entitled in possession to the income of trust funds and not under disability, his consent must be obtained before investments are made by trustees in Parliamentary stocks, public funds, or Government securities, while trustees may invest in Bank stock, East India stock, Exchequer bills, £2 10s. per cent. annuities, or upon mortgage of freehold or copyhold estates in England and Wales, without obtaining any such consent, thus enacting that the sanction of the persons beneficially interested must be obtained on any investment in the best class of securities, while trustees are authorised to invest on the inferior securities, even if the persons beneficially interested object.

The above Acts were both, I believe, passed with a view of shortening the usual powers contained in settlements and other trust documents, but until the Legislature have some better method of judging as to the probable effect of the enactments which they make it is idle to talk of shortening legal documents, prepared, as they ought to be, to meet the wishes of clients, such wishes being frequently exactly contrary to laws made by the Legislature as the above, which certainly also appears to me to jar with the dictates of common sense.

I should very much like to have the opinion of some of your correspondents on the above point.

G. W.

OFFICERS' FEES IN COUNTY COURT BANKRUPTCIES.

In my recent work on the county court practice in bankruptcy I estimated the cost of a petition which the practitioner would have to pay, where there was no estate, at £2 10s. (see page 93.) This excludes any fees to officers, as I thought these fees not payable, except from the estate; and I am not convinced that that view is wrong. However, most of the county court registrars think otherwise, and what is more, will not proceed in a bankruptcy without a deposit. To set myself right with the numerous practitioners who use my book it is only fair that I should warn them not to rely on my estimate

when naming their fee for taking a bankrupt through the county court. Assuming, then, (without conceding it) that I was wrong, I have this day attended before the county court registrar here to settle the amount of fees which will be ordinarily payable in a county court bankruptcy, and thence to determine the amount of the deposit which he will require on an adjudication. The following is the result:—

Messenger's fees.	£	s.	d.
Attending Court on adjudication, and serving duplicate and affidavit of service	0	2	6
Summons to surrender, and service	0	3	4
Preparing three* advertisements for <i>Gazette</i> , and attending to insert, at 3s. 4d.	0	10	0
Paid insertion (say at 4s. 6d. each)	0	13	6
Preparing four† advertisements for local newspaper, and attending to insert, at 3s. 4d.	0	13	4
Paid insertion (say 5s. each)	1	0	0
Two attendances in court	0	4	0
Preparing and service of notice to each creditor (say thirty at 4d. each)	0	10	0
	£3	16	8

Registrar's fees.

On first meeting (<i>vide</i> order of the 22nd of May, 1862)	1	0	0
Drawing abstract of account	0	5	0
Paid printer (say)	0	6	0
Sending copy to each creditor (say six at 3d.)	0	1	6
Stationery	0	2	6

Add messengers . . . 1 15 0
3 16 8

Deposit required . . . £5 11 8
£5 10 0

This may perhaps be a guide to your readers. At least, it will put them on inquiry, and as uniformity on this point is very desirable, I venture to submit the above to the consideration of your readers. For this I have the sanction of the registrar.

Supposing the officers to have the right to demand their fees whether there is an estate or not, and supposing the above calculation correct, then, including stamps on petition and order of discharge, the costs out of pocket in a county court bankruptcy will range from £7 10s. to £8.

I hope the importance of cash matters will excuse this letter, and also its length.

FREDK. STROUD.

Cheltenham, Aug. 5.

MORTGAGE—PRODUCTION OF DEEDS.

An owner of property considerably mortgaged contracts to sell part of the estate in mortgage. The deeds are of course in the hands of the solicitor to the mortgagee.

The vendor's solicitor draws the abstract from drafts and copies in his possession and sends the purchaser's solicitor to the mortgagee's solicitor to examine the deeds. Can the last mentioned solicitor refuse to produce the deeds on the ground that he ought to have furnished the abstract? And is it clear that the mortgagee's solicitor is entitled to furnish the abstract of the deeds in his profession?

G. W.

ARTICLED CLERKS' EXAMINATION—BOOK-KEEPING.

I find that one of the subjects given by the Incorporated Law Society for the examination of articled clerks in July, 1863, is "book-keeping."

Will you kindly inform me whether they are to be examined in any and what particular system of book-keeping.

AN ARTICLED CLERK.

[We are informed that the examiners deal with the subject of book-keeping generally, and do not confine themselves to any particular system. Candidates, however, are not examined on the Italian method, or "double entry."—Ed. S. J.]

* One first meeting, one last examination, one order of discharge.
† One first meeting, one last examination, two orders of discharge. See references to Act and Orders prescribing advertisements, p. 27 of my work.

Foreign Tribunals and Jurisprudence.

FRANCE.

MARRIAGE OF ROMAN CATHOLIC PRIESTS.

The Civil Tribunal of Périgueux has just been engaged three days in hearing the important question discussed as to whether the French laws allow a person in holy orders in the Roman Catholic Church to contract marriage. The case was brought before the same tribunal in February last, when M. Brou de Laurière, who is in priest's orders, but has retired from exercising the functions of the ministry, applied to the tribunal for an order to compel the mayors of Périgueux and Cendrieux to proceed to the celebration of his marriage with Mdlle. Elizabeth de Fressange. On that occasion the Court consisting of four judges, was equally divided, and a new trial was ordered, and in order to prevent the recurrence of a similar incident, five judges were ordered to sit on the bench.

After the counsel for M. Brou de Laurière had stated the case in the same terms as on the first trial, the counsel for the mayors declared that their clients did not oppose the application, and should defer to the judgment of the tribunal. The Procureur-Imperial then rose, and strongly opposed the application. He declared that to permit the marriage of priests would be most injurious in a moral point of view, and quoted the opinion of Portalis, who says:—"There would no longer be any safety for families if a priest could choose a wife and abdicate his ministry for the purpose of marrying. A priest has more facilities for seduction than any other man; there can be no security against him if seduction is encouraged by the hope of marriage. Fathers of families will be exposed to continual apprehensions, and inexperienced girls will be always at the mercy of unprincipled, immoral priests. Religion would thus offer snares to virtue and resources to vice." He concluded by expressing his conviction that the tribunal would never authorise a Catholic priest to renounce celibacy.

The tribunal, after due deliberation, pronounced the following judgment:—"The tribunal, considering that, according to the Code Napoléon, marriage is a purely civil contract, which may be made by all citizens whom it has not formally declared incapable; that it would be vain to seek in our laws a prohibition against the marriage of a Roman Catholic priest, since he does not by taking holy orders, lose any of his rights as a citizen; that the organic law on public worship, of Germinal, year X., is as silent as the Code on this important point; that when the legislator is silent, it does not belong to the judges to supply his omissions, by deriving from moral and religious considerations, doubtless worthy of all respect, but having no root in the civil law, a prohibition which the latter does not contain,—for those reasons the tribunal, determining the point left undecided on the 8th of February, 1862, by the opinions of the judges being equally divided, and certifying that the mayors of Périgueux and Cendrieux have deferred to the decision of the bench, declares and ordains that the said civil functionaries shall proceed to the publishing of the banns and celebration of the marriage of Brou Laurière with Elizabeth Fressange; and further ordains that mention of the present judgment shall be made in the marriage registers of the said communes of Périgueux and Cendrieux.

The Paris correspondent of the *Times*, writing on this subject, says:—

The question spoken of for some time past as to "the marriage of priests" seems to lead to a general misapprehension. The point to be decided was not as to whether an ecclesiastic, remaining an ecclesiastic, could enter into the state of marriage, but whether the priest, after having renounced holy orders, could again become an ordinary citizen, and enjoy all the rights incidental to such a position, and, consequently, contract marriage and transmit his property in the usual way to his children. The question, since the time of the Concordat, had become the subject of frequent controversy; and in almost every case, when a priest withdrew from his ecclesiastical position and presented himself to contract marriage, the civil functionaries refused to proceed to the celebration. Hence arose a number of illegitimate unions, highly detrimental to morality.

The *Siccle*, referring to the decision of the Civil Tribunal of Périgueux on the question has some observations which are of interest. It says:—

"Everyone knows that in the early days of Christianity priests were accustomed to marry, and that the greatest bishops were at the same time worthy heads of families. Catholicism afterwards introduced into the Church the custom of celibacy. The Greek Church resisted, and the Protestants re-established

the old states of things. Many excellent Catholics are of opinion that Catholicism would gain by imitating such examples. We have not to discuss that question, which is not now before us. But by the side of it is that which has just been decided by the Tribunal of Périgueux, and which the Revolution had formerly settled. Does it depend on a man to renounce for ever his rights as a citizen? May not he who devotes himself to the priesthood have been deceived, or have deceived himself as to his vocation? When he has found such to be the case, can he not, and ought he not, instead of remaining a bad priest, to resume his rights as a citizen and return to civil life? In abolishing the perpetuity of religious vows the Revolution gave an affirmative reply, and a great number of ancient priests, monks, and nuns married and founded families which are not the least respected in France. But, as we have already said, after the Concordat, scruples arose. A Ministerial letter of the 14th of January, 1806, established a prohibition which was in no way founded in right; another Ministerial letter of the 30th of January, 1807, cancelled that absolute prohibition, and restricted it to cases where the priest who wished to marry had already once renounced his functions of priest and afterwards resumed them. On the 18th of May, 1818, a decision of the Cour-Royale of Paris declared, on the application of collaterals, the nullity of a marriage contracted by a priest, although he was not in the case of the second prohibition above alluded to. Hence, and from several other circumstances or decisions, like that of the Court of Cassation in 1833, it became the habit to refuse marriage to persons renouncing the priesthood. We say that it was only a habit, for there is nothing in our laws which says that it ought to be so. This is what the decision at Périgueux has admitted, and it has done so with a clearness of views which can leave no doubt on the subject."

The writer then remarks on the nature of the decision so given, and the language employed by the Court. He says:—

"That decision is as remarkable for its simplicity as for its clearness. No fine words, no attempt at producing effect. Truth and justice in all their energy and positive substance—such is the judgment which, without stopping at a host of contradictory opinions, goes straight to the law, and declares what it requires. According to it, no one can change the character of marriage. It is a purely civil act, which has nothing to do with religious engagements, vows, or oaths of any kind. In the second place, even when the priest renounces for ever the advantages of civil life in entering into holy orders, the law does not regard that as a circumstance which deprives him for ever of his rights as a man and as a citizen. The legislator, in being silent on that subject, has admitted that the rights of citizenship were paramount, and that they alone were indestructible. He acceded to the doctrine of the abolition of perpetual vows. The Tribunal of Périgueux, in deciding as it has done, has taken a true view of the matter. Can a young man at the age of twenty-two, knowing nothing of life, having been educated in a religious seminary, surrounded by relatives and masters who tell him that the sacerdotal career is the easiest and surest, answer for his vocation? And when his avocation is exhausted, ought he to be eternally condemned to be a bad priest? Would it not be much better that he should resume all his rights as a citizen, the abdication of which did not depend on himself; that he should return into civil life, and that, enlightened as to his real feelings, he should become a husband, father, and head of a family? Why maintain a perpetual anathema on him? Why, if he renounces holy orders *de facto* condemn him to wander as an outcast in the midst of society?"

Obituary.

THE LATE THOMAS BADGER, ESQ., OF ROTHERHAM.

We take the following interesting memoir of the late Mr. Badger, of Rotherham, from the *Doncaster Gazette*:—

Amongst our announcements of deaths will be found that of a most useful public officer of the county of York, viz., Thomas Badger, Esq. one of her Majesty's coroners for Yorkshire, and for many years a solicitor of considerable eminence at Rotherham. The district for which Mr. Badger was coroner is one which has perhaps for many years past been more celebrated for severe calamities and sudden deaths caused thereby than any part of England; and hence the vast amount

of business that fell to the lot of the deceased and deeply lamented gentleman, whom we have long known as an esteemed and valued friend, and whose loss we cannot but deeply deplore, notwithstanding that it has not come suddenly upon us. Mr. Badger has for some years past been in a weakly state of health, and was attacked (we believe in 1860) with a paralytic attack which tended considerably to undermine his general health, and from which he never perfectly recovered.

Mr. Badger might, with great propriety, be well described as the architect of his own fortune. He was born in the village of Tinsley, near Rotherham, in July, 1793. At the usual age he was placed in the office of Messrs. Harrison & Radford, of Derby, and was afterwards articled to Joseph Wheatley, Esq. of Rotherham, by whom he was subsequently taken into partnership, and practised for some years in connection with that gentleman. He afterwards began on his own account, and became very successful as a practical Yorkshire solicitor. He began also to take a somewhat active part in politics, and has ever since been a consistent Liberal, and a hearty and warm supporter of the Whig party. As such he took a very active part in the well-known election for the county of York in the year 1807, between the houses of Fitzwilliam and Harewood, when the contest lay between Viscount Milton and the son of the Earl of Harewood. He was also engaged in an election contest between Henry Brougham and the Lowther family in Westmoreland; and many were the stories he could tell of those and other contests of a like nature in which, during his younger days, he took an active part.

When Mr. Andrew Allen Hardy was elected coroner in 1822 or 1823, Mr. Badger was the unsuccessful candidate. Mr. Hardy was the person who arrested, and received the reward for arresting, Lord Cochrane, afterwards Lord Dundonald. The death of Mr. Hardy, in June, 1829, again created a vacancy, and Mr. Badger solicited the votes of the freeholders. He received the support of the then Lord Wharcliffe, P. B. Thompson, Esq. (afterwards Lord Wenlock), Sir W. B. Cooke, Bart., Hugh Parker Esq., and many others. Lord Wenlock was the chairman of his committee, and his friend, the late Mr. Robert Rodgers, of Sheffield, his agent. Mr. Badger's opponent was Mr. Joseph Foster, of Highgreen House, Ecclefield, and there were symptoms of a very severe contest. In those days it could not have been carried on without a frightful cost, for the election took place at York, and all freeholders were entitled to vote. Happily, three days before the election Mr. Foster retired, and Mr. Badger was unanimously elected. Colonel Fenton was also a candidate, but retired early in the contest, having, however, caused the successful candidate to incur an expenditure of between £2,000 and £3,000. Mr. Badger was proposed by Sir George Strickland, Bart., of Hildenly, and seconded by Robert Sinclair, Esq., recorder of York. In acknowledging the honour conferred upon him, Mr. Badger pledged himself faithfully and impartially to discharge the duties of his office. We need not remind any one resident in this district how truly and laboriously that pledge was redeemed. So long as his health continued good, a more punctual, assiduous and pains-taking gentleman never filled the office which Mr. Badger has worthily occupied for thirty-three years. In the course of this long period, many, and sometimes very painful and complicated, have been the cases which Mr. Badger has had to investigate, and his zeal to promote the ends of justice, while his care never to press unfairly on the suspected or accused, was very conspicuous. To the profession who might be engaged Mr. Badger was always attentive and courteous; and to parties connected with the press he was ever ready to afford all the assistance in his power—more so, we may add, than any coroner of whom we have had any personal experience. Not long after Mr. Badger's election (in December, 1832), occurred the most terrible catastrophe ever known in Sheffield—we refer to the homicide of several persons in the riot consequent upon the first election for that town. Mr. Badger being present, acted in concurrence with the magistrates in the measures adopted to quell the disturbance, and read the Riot Act before the town hall, the Tontine, Mr. Palfreyman's house in Queen-street, and other places. He exerted himself to the utmost to persuade the mob to desist from acts of violence, encountered great peril, and received severe blows from stones and brickbats. Mr. Badger, however, had no part in causing the sad catastrophe. Five persons were killed on the spot, and another man died afterwards of his wounds. When the inquest took place, Mr. Badger forbore to exercise the functions of his office, as he had evidence to give, and the inquiry was conducted by Mr. Lee, coroner for Wakefield. It resulted in verdicts of "justifiable homicide." Another most important inquiry held before him

arose out of the Lundhill explosion, when as is well remembered 200 people were killed. The evidence taken on this occasion filled a large folio volume, and occupied eleven or twelve days in taking. Another important inquiry followed a serious colliery explosion at the Warren Vale pit, near Rawmarsh, when 90 or 100 people were killed. In his attendance at inquests Mr. Badger was remarkably punctual to time. He was never known to be past his appointed time, and he properly insisted upon a similar punctuality on the part of jurymen. Many of them have been strongly censured for being late, and many have been fined by the Coroner's order, but except in flagrant cases of carelessness he rarely insisted upon payment of the fines incurred. The average yearly number of inquests held by Mr. Badger was about 300, so that during the thirty-three years he held office he must have viewed 10,000 bodies. Mr. Badger was one of the projectors of the Sheffield and Rotherham Railway, and took great interest in its formation. In measures of local usefulness and benevolence he took a lively interest, and his time and purse were never withheld when called upon in the cause of charity. Mr. Badger was the solicitor to, and amongst the projectors of, the Rotherham Gas and Cemetery Companies, which have both been brought to maturity. More than twenty years ago he was elected a town trustee (a *feoffee*) of Rotherham, at the head of the poll, without canvass, and from a large number of candidates. During the long and busy career of Mr. Badger we do not recollect any matter of serious dispute or quarrel with opposite parties. He was a warm and sincere friend and a cheerful companion, and may be said never to have made an enemy. He retained pretty good health until September, 1860, when he was attacked with illness, which rendered him incapable of transacting business. About three months since he had another attack, and he died on Saturday, the 26th ult.

Mr. Badger has been a widower some few years. He leaves two sons and a daughter. One of these is Thomas Smith Badger, Esq., an eminent barrister and conveyancer, and who holds the office of Reader on Real Property Law to the Inns of Court. The others are Miss Elizabeth Badger, and Mr. Henry Parkin Badger. The latter is a solicitor, and was partner of his father, to whose practice he of course succeeds.

The interment took place at the cemetery, Moorgate, on Wednesday the 30th ult. About a quarter before twelve o'clock at noon the funeral cortege proceeded from the residence of the deceased to the resting place of the dead. Large numbers of people lined the route along which the body was slowly borne, and there was also a large assembly at the cemetery to witness the solemn and impressive rites associated with the burial of the dead. The deceased being so well known in his long official career, a large body of gentlemen followed his remains to the grave, including his two sons, Thomas Smith Badger and H. P. Badger, Esqs., and his brother, J. Badger, Esq., as chief mourners; the *feoffees*, of which body he was a member; J. Webster, Esq. of Sheffield, deputy-coroner; &c. &c. The funeral service was conducted by the Rev. R. Moaley, vicar, and the body was placed in the family vault. The shopkeepers of the town testified their respect to the deceased by closing their establishments during the funeral.

Public Companies.

REPORTS OF MEETINGS.

MID KENT.

At the half-yearly meeting of this company, held on the 4th inst., a dividend at the rate of 4 per cent. per annum was declared for the past half-year.

WESTMINSTER PALACE HOTEL COMPANY.

At the half-yearly meeting of this company, held on the 4th inst., a dividend at the rate of 8 per cent. per annum was declared for the past half-year.

Births and Deaths.

BIRTH.

FOSTER—On Sunday, the 27th July, at 6, Caroline-place, Mochniburg-square, the wife of Thomas Gregory Foster, Esq., Barrister-at-Law, of a daughter.

DEATHS.

BADGER—On Saturday, the 26th July, in the 70th year of his age, Thomas Badger, Esq., of Rotherham, Solicitor and Notary Public, and for upwards of 33 years one of Her Majesty's Counselors for the county of York, and the Honor of Pentefract.

BOCKETT—On the 1st inst., at the Heath, Hampstead, Beatrice Pery, daughter of Daniel Smith Bockett, Esq., of Hampstead and Lincoln's Inn-fields, aged 14.

GIRDLESTONE—On the 31st July, aged 15 years, Sarah Elizabeth, eldest daughter of the late John Bailey Girdlestone, Esq., of Pontefract

London Gazettes.

Professional Partnership Dissolved.

FRIDAY, Aug. 1, 1862.

Robinson, Thomas, and William Robinson, Attorneys and Solicitors, Ecclehall, Staffordshire (T. & W. Robinson). By mutual consent. July 21.

Windings-up of Joint Stock Companies.

FRIDAY, Aug. 1, 1862.

UNLIMITED IN CHANCERY.

Buller and Bertha Mine Company.—Creditors to meet on Aug 8 at 2, to appoint a creditor's representative. Vice-Chancellor Wood will, on Aug 8 at 2, appoint an Official Manager of this company. Creditors to prove their debts forthwith.

English and Irish Church and University Assurance Society.—Vice-Chancellor Wood will, on Aug 4 at 4, proceed to make a call on the contributors of this company for £2 per share.

London and County Assurance Company.—Vice-Chancellor Kindsley purposes, on Aug 9 at 12, to make a call on all contributors of this company who have not been compromised with, for £20 per share.

TUESDAY, Aug. 5, 1862.

Birkbeck Life Assurance Company.—Vice-Chancellor Kindsley doth peremptorily order that a further call of 7s. per share be made on all contributors of this company, on Aug 19 at 11.

British Exchequer Life Assurance Company (Registered).—Vice-Chancellor Wood will, on Aug 9 at 1, proceed to make a call on the contributors of this company for 10s. per share.

English Widows' Fund and General Life Assurance Association.—Creditors to meet before Vice-Chancellor Wood, on Aug 9 at 2, to appoint a creditor's representative.

Great Western Coal Company.—Vice-Chancellor Kindsley doth peremptorily order that a further call of £11 per share be made on all contributors of this company, on Aug 22 at 12.

London and Birmingham Extension and Northampton, Daventry, Leamington, and Warwick Railway Company.—Vice-Chancellor Stuart doth peremptorily order that a call of 10s. per share be made on all contributors of this company, on Aug 21 at 12.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Aug. 1, 1862.

Bishop, William, 39 Great Pulteney-st, Bathwick, Somersetshire, Gent. Sept 8. Sol Gaby, Bath.

Burford, Robert, Chatham, Kent, Licensed Victualler. Sept 8. Sol Hills, Chatham.

Goodman, Dorothy Sabrah, formerly of Marchwood, Eling, Hampshire, and late of Botley, Hants, Widow. July 15. Sols Burgoyne, Milnes, & Burgoyne, 160 Oxford-st.

Godwin, Mary, Commercial-st, Hereford, Spinster. Oct 1. Sol Humphrys, Hereford.

Harrison, Henry Kirk, Stourbridge, Worcestershire, Gent. Sept 13. Chas. G. Brown and John Howard, Executors.

Hickman, Henry Bacon, Thonock-hall, Gainsborough, Lincolnshire, Esq. Sept 1. Sols Heaton & Oldman.

Kennett, William, 22 Ship-st, Brighton, Esq. Sept 20. Sols Taylor, Hoare, & Taylor, 28 Great James-st, Bedford-row.

Onslow, Honorable Edward, Mainwaring Mainwaring Ellerker, Woodbridge House, Stoke, next Guildford, Surrey. Sept 30. Sols Hockley & Russell.

Swift, Joseph, Wheathill, Rotherham, Yorkshire, Corn Merchant. Sept 15. Sol Coward, Rotherham.

Tait, Margaret, Green Hill, Bamburgh, Northumberland, Widow. Sept 11. Sol Birt, 1 Southampton-st, Fitzroy-sq.

Walter, Nicholas Thomas, 253 Goswell-rd, Middlesex, Pawnbroker. Oct 3. Sol Rivolta, 16 Montague-st, Russell-sq.

Watt, Richard, South Burton, otherwise Bishop Burton, Yorkshire, Esq. Oct 2. Sols Lightfoot, Earnshaw, & Frankish, Hull.

Wemyss, Thomas James, 3 Green-park-bldgs, Bath, a Lieutenant-General in her Majesty's Army. Oct 31. Sols Falkner & Falkner, Bath.

Western, Edward, 7 Great James-st, Bedford-row, Middlesex, and of 47 Harley-st, Solicitor. Nov 1. Edwd. J. Western and Geo. A. Western, Executors, 7 Great James-st, Bedford-row.

TUESDAY, Aug. 5, 1862.

Auber, Harriet, Hoddessdon, Hertfordshire, Spinster. Sept 1. Sols Reddock & Amber, Bridgewater, Somersetshire.

Beale, John, jun., 23 Warwick-st, Piccadilly, Middlesex, Hosier. Oct 1. Sol Blake, 39 King William-st, London-bridge.

Berry, Edmund, Newport-st, Great Bolton, Lancashire, Shopkeeper. Nov 12. Sols Briggs & Bailey, 25 Wood-st, Bolton.

Darby, Ann, Headingley, Leeds, Spinster. Sept 10. Sol Sangster, Leeds.

Hastwell, Richard, Capheaton, Northumberland, Butler. Nov 1. Sol Hoyle, Newcastle-upon-Tyne.

Neave, Benjamin, 27 Park-pl West, Liverpool-rd, Middlesex, Esq. Sept 15. Sols Roscoe & Hincks, 14 King-st, Finsbury-sq.

Ramsden, John George, Ivy Lodge, Twickenham, Middlesex, Esq. Sept 1. Sols Hargrove, Fowler, & Blunt, 47 Parliament-st, Westminster.

Reay, Elizabeth, Newcastle-upon-Tyne, Widow. Nov 1. Sol Hoyle, Newcastle-upon-Tyne.

Seale, Thomas, jun., Pocklington, Yorkshire, Auctioneer. Sept 2. Sols Powell & Son, Pocklington.

Sharp, William, Linden Hall, near Burton, Westmorland, Esq. Oct 4. Sols W. & H. F. Sharp, 99 Gresham House, Old Broad-st.

Turner, James, 311 Regent-st, Middlesex, and of Croydon, Surrey, Vete-

inary Surgeon. Sept 15. Sols H. & F. Chester, 1 Church-row, New-

ington Butts.

Vincent, Philip, formerly of 118 Blackfriars-rd, Surrey, Newspaper Ven-

dor. Oct 1. Sol Blake, 39 King William-st, London-bridge.

Williams, Alfred, formerly of 19 New Church-st, Bermondsey, and late of

70 York-rd, Lambeth, Surrey, Gent. Oct 1. Sol Blake, 39 King

William-st, London-bridge.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Aug. 1, 1862.

Cooper, Christopher, Dorchester, Doctor of Medicine. Nov 5. Doveton v. Yeatman, M. R.

Hutchinson, William Walker, Ripon, Yorkshire, Doctor of Physic. Nov 5. Doveton v. Doveton, M. R.

Levy, David, Portsmouth, one of the Aldermen of the town of Portsmouth. Nov 2. Levy v. Moss, V. C. Wood.

Spencer, Harrietta, 46 Great Russell st, Bloomsbury, Spinster. Oct 29. Spencer v. Rigby, M. R.

Tyler, Anna, Pulteney-st, Bath. Oct 29. Hughes v. Tyler, V. C. Wood.

Wrigglesworth, John, 31 South Audley-st, Mayfair, Middlesex, Shoes-

maker. Oct 29. Wrigglesworth v. Wrigglesworth, and Wrigglesworth

v. Dutton, M. R.

TUESDAY, Aug. 5, 1862.

Bevan, Henry, 4 Hamilton-pl, Piccadilly, and of Cambridge House, Twick-

enham, Middlesex, Esq. Oct 29. Coventry v. Chichester, V. C. Wood.

Dixon, Matthew, Edgbaston and Snow Hill, Birmingham, Silver Plater.

Nov 8. In re Dixon's Estate, V. C. Stuart.

Harrison, Henry, Carlisle, Esq. Nov 6. Deacon v. Harrison, M. R.

Jones, William, Yettyd Isala, Hope, Flintshire, Farmer. Oct 29. Williams

v. Jones, M. R.

Jones, William Charles, Ireland, 14 Westbourne-ter-rd, Middlesex, Esq.

Nov 10. Everest v. Everest, V. C. Stuart.

Walker, James, Woolverstone, Suffolk, Farmer. Nov 3. Leach v. Walker,

V. C. Wood.

Assignments for Benefit of Creditors.

FRIDAY, Aug. 1, 1862.

Jones, Catherine, Pentrepoeth, Llanallin, Denbighshire, Spinster. July

17. Sols C. & W. Richards, Llangollen.

Short, Ann, & Jonathan Harry Judd, Ryde, Isle of Wight, Outfitters.

May 31. Sols Huson & Parker, 4 King-st, Cheapside.

Wilkinson, Joseph, Bradford, Yorkshire, Upholsterer. July 12. Sols

Taylor & Jaquet, 15 South-st, Finsbury-square.

TUESDAY, Aug. 5, 1862.

Brownlow, Richard, Horwich, Lancashire, Gent. July 1. Sol Brownlow,

Bridge-st, Bolton-le-Moors.

Garrett, Edward, Rainham, near Sittingbourne, Kent, Saddler. June 16.

Sols Huson & Parker, 4 King-st, Cheapside.

Scales, John, Lancaster, Whitesmith. July 28. Sols Robinson, Lancaster,

and Fitzgerald, Lancaster.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Aug. 1, 1862.

Ball, John, Oundle, Northamptonshire, Draper. July 5. Composition.

Reg July 1.

Baldwin, Sarah, Painswick, Gloucestershire, Farmer. July 4. Assign-

ment. Reg July 31.

Barnes, Charles, William Spencer, & George Sheath, East Cowes, Whip-

pingham, Isle of Wight, Ship-builders. July 9. Conveyance. Reg

July 31.

Bateman, Francis, 97 Great Titchfield-st, Cheesemonger. July 2. Com-

position. Reg July 30.

Bilton, Joseph, Great Driffield, Yorkshire, Draper. July 5. Conveyance.

Reg July 30.

Cobb, Walter, Williams, Dixon's-green, Dudley, Commercial Clerk. July

2. Conveyance. Reg July 30.

Cooper, William, & John Dawson, Nicholas Croft, Manchester, Fent Mer-

chants. July 23. Assignment. Reg July 30.

Flaher, George, 187 Malda-hill, Edgeware-rd, Butcher. July 28. Con-

veyance. Reg July 30.

Flaher, George John, Sheffield, Grocer. July 9. Assignment. Reg

July 30.

Fletcher, Charles, 3 Redcliffe-ter, West Brompton, Clock Maker. July 19.

Composition. Reg July 31.

Foster, Jonas, Bradford, Coal Merchant. July 17. Conveyance. Reg

July 31.

Fox, William, Paradise-st, Birmingham, Ironmonger. July 7. Assign-

ment. Reg July 29.

Guiblie, Augusta Mary, 1 Little Argyll-st, Milliner and Dress Maker.

July 13. Assignment. Reg Aug 1.

Hodgson, Eliza, Manchester, Ironmonger. July 1. Assignment. Reg

July 29.

Holaway, John, Northgate-st, Chester, Brush Manufacturer. July 3.

Conveyance. Reg July 30.

Lathbury, John, Averyley, & Alfred Lathbury, Manchester, Linen Mer-

chants. July 3. Assignment. Reg July 31.

Lyons, George Joseph, Woodlands, Great Missenden, Buckinghamshire.

Simonte, Isaac, Broad-st, Sheffield, Grocer and Publican. July 4. Conveyance. Reg July 31.
 Spink, Henry Reed, Pontefract, West Riding of Yorkshire, Grocer. July 3. Assignment. Reg July 30.
 Whitlock, Edward, 28 Lancaster-st, Birmingham, Snuff Box Maker. July 23. Composition. Reg July 30.
 Wimpey, Charles, & Joseph Jones, Sheffield, Corn Millers. July 1. Conveyance. Reg July 29.
 Withers, George, Manchester, Ladies' Outfitter. July 3. Assignment. Reg July 31.
 Wootton, Henry, 9 Royal Crescent, Margate, Lodging House Keeper. July 2. Conveyance. Reg July 30.

TUESDAY, Aug. 5, 1862.

Comber, George, Worthing, Sussex, Veterinary Surgeon. July 2. Assignment. Reg July 30.
 Creswell, Thomas, 6 Portland-pl, Circus-rd, St. John's-wood, Cheesemonger. July 10. Composition. Reg Aug 2.
 Culbertson, David, North Shields, Northumberland, Grocer. July 9. Composition. Reg Aug 4.
 Falconer, James, Manchester, Draper. July 21. Assignment. Reg Aug 4.
 Faulkner, Thomas, Toddington, Bedfordshire, Brewer. July 23. Composition. Reg Aug 27.
 French, Benjamin, 27 West Orchard and Cross Cheaping, Coventry, Ribbon Manufacturer. July 14. Composition. Reg Aug 4.
 French, David, Chatham, Corn and Coal Merchant. July 24. Inspection. Reg Aug 2.
 Griffin, Samuel, Masebury, Devonshire, Grocer and Draper. July 3. Assignment. Reg July 31.
 Harris, Kenneth, 43 Noble-st, London, Warehouseman. July 8. Composition. Reg Aug 4.
 Hayman, George, Dorchester, Tailor. July 26. Assignment. Reg Aug 1.
 Henty, William Frank, Hailsham, Sussex, Engineer. July 16. Assignment. Reg July 31.
 Herwood, John, Oakley-ter, Old Kent-rd, Draper. July 23. Assignment. Reg Aug 4.
 Houlst, George, Whittle-le-woods, near Chorley, Lancashire, Brewer. July 9. Assignment. Reg Aug 1.
 Manning, James, Steeple Aston, Oxfordshire, Baker. July 7. Conveyance. Reg Aug 1.
 Quant, Henry Ebenezer, & George Henry Fisk, 14 Union-st, Church-st, Manchester, Merchants. July 5. Assignment. Reg Aug 3.
 Ray, Margaret, Sunderland, Durham, Innkeeper. July 21. Composition. Reg Aug 2.
 Seadmore, Lewis Wallace, Rectory Grove School, Clapham, Surrey, Schoolmaster. July 23. Composition. Reg July 31.
 Vavasour, George, 23 Laurence-lane, Cheap-side, Warehouseman. July 7. Assignment. Reg Aug 4.
 Wilkinson, James, Padiham, Lancashire, Grocer. July 11. Assignment. Reg Aug 4.
 Wilson, William, Allandale-town, Northumberland, Shoemaker. July 12. Assignment. Reg Aug 4.
 Worthing, John, Oldbury, Worcestershire, Tailor. July 10. Assignment. Reg Aug 2.
 Wright, Kate, Southampton, Upholsterer. July 22. Composition. Reg Aug 4.

Bankrupts.

FRIDAY, AUG. 1, 1862.

Allin, John, Brandon Farm, Sutcombe, Devonshire, Farmer. Pet July 29. Exeter, Aug 15 at 10. Sol Floud, Exeter.
 Arnold, George Frederick, Liverpool, Merchant Factor. Pet July 23. Liverpool, Aug 14 at 11.30. Sols Evans, Son, & Sandys, Liverpool, and Bece, Birmingham.
 Atkinson, Charles, Chapel-hill, Swineshead, Lincolnshire, Shoemaker. Pet July 22. Boston, Aug 9 at 11. Sol Brackenbury, Alford.
 Blick, Edward George, 264 High-st, Poplar, Corn and Flour Merchant. Pet July 28 (in forma pauperis). London, Aug 14 at 10. Sol Aldridge, 46 Moorgate-st.
 Brand, James, Leake, Lincolnshire, Saddler. Pet July 29. Boston, Aug 9 at 11. Sol Bean, Boston.
 Brooks, John, Jun, Golden Ball-st, Norwich, Ironmonger. Pet July 28. Norwich, Aug 12 at 11. Sol Culey, Norwich.
 Brown, Thomas, Nottingham-mews, High-st, Marylebone, Coach Maker. Pet July 29. London, Aug 14 at 11. Sol Asprey, 21 Bedford-pl, Russell-sq.
 Bryant, Michael, Aldenham-mill, Morville, near Bridgnorth, Salop, Miller and Market Gardener. Pet July 28. Birmingham, Aug 18 at 12. Sols Beeston, Wellington, and Hodgson & Allen, Birmingham.
 Burke, James, 9 Alfred's-bldgs, Windmill-st, Finsbury, Greengrocer. Pet July 28. London, Aug 18 at 10. Sol Drew, 4 New Basinghall-st.
 Chappell, Charles, Harrow, Middlesex, Bricklayer. Pet July 30 (in forma pauperis). London, Aug 14 at 2. Sol Aldridge, 46 Moorgate-st.
 Chapman, Edward, 30 Burgess-st, Leicester, Book Keeper. Pet July 26. Leicester, Aug 13 at 10. Sol Spooner, Leicester.
 Cheesman, Charles Taylor, 37 Western-rd, Hove, Sussex, Tobacconist. Pet July 29 (in forma pauperis). Lewes, Aug 8 at 10. Sol Goodman, Brighton.
 Clerk, Percival, Aldershot, Cornet in the 9th Regiment of Lancers. Pet July 30. London, Aug 19 at 10. Sols Rickards & Walker, 29 Lincoln's-inn-fields.
 Clarke, James, Derby, Licensed Victualler. Pet July 29. Nottingham, Aug 14 at 11. Sols Gamble & Leech, Derby.
 Clarke, Thomas, Liverpool, Cattle Dealer. Pet July 29. Liverpool, Aug 14 at 11. Sols Evans, Son, & Sandys, Liverpool.
 Cole, Cornelius Robert, 7 New Buckenham-st, Dover-rd, Surrey, Jeweller. Pet July 26 (in forma pauperis). London, Aug 19 at 11. Sols Aldridge & Bromley, 46 Moorgate-st.
 Coleman, Charles, Stewkley, Bucks, Builder. July 18. Buckingham, Aug 11 at 11. Sol Kilby, Banbury.
 Cornwall, Thomas John, 1 Compton-st, St John-st, Clerkenwell, Baker. Pet July 29. London, Aug 19 at 12. Sol Lewis, 7 Trafalgar-pl East, Hackney-rd.
 Cutt, Thomas, High-st, Pontypool, Monmouthshire, Timber Merchant. Pet July 26. Pontypool, Aug 30 at 1. Sol Lloyd, Pontypool.
 Davis, Joseph, Shatterford, Salop, Farmer. Pet July 28. Birmingham, Aug 18 at 12. Sols Hodgson & Allen, Birmingham.

Dax, Edward Thomas, 5 Langham-st, Regent-st, Clerk in the Rule Office at the Court of Exchequer. Pet July 28. London, Aug 18 at 10. Sol Steadman, 37 Essex-st, Strand.
 Deal, Charles, Sudbury, Suffolk, Thatcher. July 15. Sudbury, Aug 14 at 12. Sol Gooday, Sudbury.
 Dent, John, Castle Bar-hill, Ealing, Upholsterer. Pet July 28 (in forma pauperis). London, Aug 14 at 10. Sol Aldridge, 46 Moorgate-st.
 Elkington, Francis, Jun, Birmingham, Attorney. Pet July 31. Birmingham, Aug 15 at 12. Sols James & Knight, Birmingham.
 Evans, David, Blasenwain, Llanfairlydogan, Cardiganshire, Farmer. Pet July 26. Lampeter, Aug 22 at 11. Sol Vaughan, Lampeter.
 Feist, George, Horsham, Sussex, Boot and Shoe Maker. Pet July 31. Horsham, Aug 18 at 1. Sol Rawlinson, Horsham.
 Ferris, Thomas, 1 Emsworth-st, Hoxton, Builder. Pet July 29. London, Aug 19 at 12. Sols Kidder & Willett, 23 Calthorpe-st, Gray's-inn-rd.
 Forman, Edward, Boston, Lincolnshire, Grocer. Pet July 26. Nottingham, Aug 14 at 11. Sol Ashwell, Nottingham.
 Gibbs, Mark Anthony, Boston, Licensed Hawker. Pet July 25. Boston, Aug 9 at 11. Sol York, Boston.
 Griffiths, Isaiah, High Bullen, Wednesbury, Staffordshire, Greengrocer. Pet July 30. Walsall, Aug 11 at 10. Sol Warrington, Dudley.
 Gunn, Thomas, Canning-st, Nottingham, Baker. Pet July 29. Nottingham, Aug 20 at 10. Sol Heath, Nottingham.
 Halsey, Sidney, Lowestoft, Suffolk, Master Mariner. Pet July 18 (in forma pauperis). Lowestoft, Aug 13 at 12.
 Haylor, William, Wilton House, Afriston, near Lewes, Shopkeeper. Pet Lewes, Aug 8 at 10. Sol Goodman, Brighton.
 Hembrow, George, 17 Weymouth-st, New Kent-rd, Bricklayer. Pet July 26 (in forma pauperis). London, Aug 14 at 12. Sol Aldridge, 46 Moorgate-st.
 Hendon, James Thomas, Waterside, Dartford, Cabriolet Proprietor. Pet July 28. London, Aug 14 at 1. Sol Buchanan, 13 Basinghall-st.
 Hocroft, Thomas, Castle-st, Dudley, Publican. Pet July 22. Dudley, Aug 9 at 12. Sol Wilson, Worcester.
 Hunt, Henry, Derby, Malster. Pet July 29. Nottingham, Aug 14 at 11. Sols Gamble & Leech, Derby.
 Ireland, Robert, Filey, Yorkshire, Cordwainer. Pet July 25. Scarborough, Aug 9 at 11. Sol Spurr, Scarborough.
 Jacklin, Miles, Butterwick, Lincolnshire, Carpenter. Pet July 24. Boston, Aug 9 at 11. Sol White, Boston.
 Jenkinson, Jane, Swinton, Wath-upon-Deane, Yorkshire, Beer-house Keeper. Pet July 26. Rotherham, Aug 19 at 11. Sol Hirst, Rotherham.
 Johnson, Benjamin, 1 Surrey-pl, Kennington, Journeyman Pianoforte Maker. Pet July 30. London, Aug 14 at 1. Sol Murr, 11 Kennington-row, Kennington.
 Johnson, Henry, Dymock-st, Birmingham, Currier. Pet July 30. Birmingham, Aug 18 at 12. Sols Collis & Ure, Birmingham.
 Jones, John William, 45c Westbourne-grove, Paddington, Ironmonger. Pet July 28. London, Aug 19 at 11. Sols Goodwin & Fickett, 3 King's-bench-walk, Temple.
 Jones, John, 31 Glover-st, Birmingham, Journeyman Confectioner. Pet July 29. Birmingham, Sept 29 at 10. Sol Parry, Birmingham.
 Kilford, James, 1 Chandos-bldgs, Bath, Fish Salesman. Bath, Aug 12 at 11. Sol Bartrum, Bath.
 Kirkman, Giardinelli Spooner, 27 Claremont-ter, Claylands-rd, South Lambeth, Civil Engineer. Pet July 29. London, Aug 14 at 10. Sol Holmes, 188 Finchchurch-st.
 Langley, Robert Francis, 6 Park-pl, Cardiff, Scrivener and Attorney-at-law. Pet July 29. Bristol, Aug 12 at 12. Sols Ingledew & Co, Cardiff, and Clifton & Benson, Bristol.
 Leach, James, 49 South-st, Cambridge, Hawker. Pet July 28. Cambridge, Aug 11 at 12.30. Sols Whitehead & French, Cambridge.
 Lewis, Charles, Kendon, Penmaen, Collier. Pet July 26. Pontypool, Aug 20 at 12. Sol Edwards, Pontypool.
 Lowcock, Richard, 43 Bright-st, Lister-hill, Bradford, Innkeeper. Pet July 29. Bradford, Aug 13 at 10.30. Sol Hill, Bradford.
 Lowther, Robert Simpson, Barton-on-Humber, Lincolnshire, Painter. Pet July 30. Barton-on-Humber, Aug 13 at 11. Sol Bygott, Barton-on-Humber.
 Mallett, Henry, 2 Walcot-sq, Lambeth, Dealer in Cigars. Pet July 26 (in forma pauperis). London, Aug 19 at 11. Sols Aldridge & Bromley, 46 Moorgate-st.
 Meek, Henry, Moxon, near Bilston, Staffordshire, Boiler Plate Roller. Pet July 26. Walsall, Aug 11 at 10. Sol Fellows, Bilston.
 Meyer, Phillip Lewin, 188 Goswell-st, St Luke's, Dealer in Cigars. Pet July 30 (in forma pauperis). London, Aug 19 at 10. Sols Aldridge & Bromley, 46 Moorgate-st.
 Mollett, James Henry, 13 Warner-st, Old Kent-rd, Commercial Traveller. Pet July 29. London, Aug 19 at 12. Sol Wells, 47 Moorgate-st.
 Moore, Sarah, Northumberland Hotel, New Dock, Llanelli, Carmarthen-shire, Widow. Pet July 29. Llanelli, Aug 14 at 12. Sol Jones, Llanelli.
 Muncey, Charles, Jun, 7 Sidney-ter, Kilburn, Middlesex, Coffee-house Keeper. Pet July 28. London, Aug 19 at 11. Sol Drake, 13 Gresham-st.
 Odly, James, 3 Silver-st, Notting-hill, Middlesex, Tailor. Pet July 28. London, Aug 19 at 11. Sol Rodwell, 68 Connaught-ter, Edgware-rd.
 Olding, John, 26 Notting-hill-sq, Middlesex. Pet July 28 (in forma pauperis). London, Aug 19 at 10. Sols Aldridge & Bromley, 46 Moorgate-st.
 Perrins, Nicholas, Gloucester, Printer. Pet July 30. Bristol, Aug 13 at 1. Sols Wright, Birmingham, and Burrap & Son, Gloucester, and Rea, Worcester.
 Phillips, Jonathan, Gwersyllt, near Wrexham, Denbighshire, Grocer. Pet July 30. Liverpool, Aug 14 at 12. Sol Cartwright, Chester.
 Pickles, William, 4 Briton-ter, California, Halifax, Stonemason. Pet July 28. Halifax, Aug 16 at 10. Sol Jub, Halifax.
 Pownceby, Henry, 43 Leman-st, Goodman's-fields, Whitechapel, Printer. Pet July 31. London, Aug 13 at 11. Sol Neal, Finner's-hall, Old Broad-st.
 Preston, John, 14 Queen's-rd, Camden-town, Foreman to a Tailor. Pet July 28. London, Aug 14 at 11.30. Sol Perrin, 1 Lincoln's-inn-fields.
 Rivett, John Richard, Hewitt's-villas, St Augustine's-rd, Norwich, Confectioner. Pet July 29. London, Aug 19 at 12. Sols Ashurst & Co, Old Jewry.
 Roberts, Thomas, 9 Mining-lane, London, Drysalter. Pet July 22. London, Aug 14 at 12.30. Sol Shepherd, 9 Sise-lane.
 Rogers, Edwin, 4 Bernondsey New-rd, Bernondsey, Surrey, Postman. Pet July 29. London, Aug 19 at 12. Sol Buchanan, 13 Basinghall-st.
 Rome, William, 37 Culford-rd, Downham-rd, Kingsland, Watch Escapo-

ment Maker. Pet July 28. London, Aug 19 at 11. Sol Spencer, Coleman-at-bldgs.

Rotherford, Joseph, Moorborough, Eckington, Derbyshire, Beer-house Keeper. July 17. Chesterfield, Aug 20 at 11.

Selby, Edwin Joseph, Nottingham, Ironmonger. Pet July 26. Nottingham, Aug 14 at 11. Sols Campbell, Burton, & Brown, Nottingham.

Simpson, Edward, Swinton-bridge, Wath-upon-Deane, Yorkshire, Butcher. Pet July 26. Sheffield, Aug 16 at 10. Sol Potter, Rotherham.

Simpson, Thomas, jun., Hurst-st, 15 House, Hurst-st, Birmingham. Sheriff's Office Assistant. Pet July 30. Birmingham, Sept 29 at 10. Sol Parry, Birmingham.

Smith, Charles, Newport-st, Swindon, Wilts, Journeyman Butcher. Pet July 26. Swindon, Aug 12 at 10. Sol Rawlings, Melksham.

Smith, John, Tankersley, Yorkshire, Builder. Pet July 28. Barnsley, Aug 21 at 2. Sol Broadbent, Sheffield.

Smith, William, and David Scott Staver, 10 Parsonage, Manchester, Cotton Spinners. Pet July 14. Manchester, Aug 13 at 12. Sols Cobbett & Wheeler, Manchester, and Ponsbury, Oldham.

Stacey, James, 91 Sherlock-st, Birmingham, Bootclosser. Pet July 30. Birmingham, Sept 29 at 10. Sol Sargent, Birmingham.

Skokes, Samuel, Harton, near South Shields, Durham, Ship Owner. Pet July 29. Newcastle-upon-Tyne, Aug 11 at 11. Sols J. & R. S. Watson, Newcastle-upon-Tyne.

Strafford, John, King-st, Portmahon, Sheffield, Steel Toy Maker. Pet July 28. Sheffield, Aug 14 at 2. Sol Mason, York and Sheffield.

Sussalsteeff, John, 57 Nelson-st, Blackfriars-rd, Surrey, Merchant. Pet July 29. London, Aug 19 at 10. Sols Laurence, Smith, & Fawdon, 12 Broad-st, Cheapside.

Taylor, Caroline, Upper Burgess-st, Great Grimsby, Lincolnshire, Coal Dealer. Pet July 26. Great Grimsby, Aug 13 at 11.30. Sol Witheringham, Great Grimsby.

aylor, Samuel, 16 Lucretia-st, Lower Marsh, Lambeth, Farrier. Pet July 28. London, Aug 19 at 12. Sol Catchpole, 23 Great Tower-st.

Taylor, William, Clifton, Deddington, Oxfordshire, Shoemaker. Pet July 2 (in forma pauperis). Woodstock, Aug 13 at 12. Sol Kilby, Banbury.

Thatcher, William, Queen's-rd West, Chelsea, Publican. Pet July 26. London, Aug 14 at 10.30. Sol Twinnorow, 3 Lincoln's-inn-fields.

Thomas, Eleanor, Maeseygre Arms, Priory-st, Carmarthen, Licensed Victualler. Pet July 24. Carmarthen, Aug 8 at 11. Sol Parry, Carmarthen.

Tidmarsh, John Bedford, 106 Euston-rd, Wholesale Haberdasher. Pet July 28. London, Aug 14 at 1. Sols Marshall & Son, 12 Hatton-garden.

Townsend, Richard, 3 Primrose-cottages, Tramway, Gloucester, Engineer's Clerk. Pet July 29. Gloucester, Aug 13 at 2. Sol Wilkes, Gloucester.

Trenchard, John, Lopen, Somersetshire, Publican. Pet July 29. Crewkerne, Aug 12 at 11. Sol Lang, Crewkerne.

Van Fraagh, Joseph, Leeds. Pet July 29. Leeds, Aug 28 at 11. Sols Lepad & Gammon, Cloak-lane, London, and Bond & Barwick, Leeds.

Vennan, Heskiah, 17 Hanover-pl, Kennington-rd, Chemist. Pet July 28. London, Aug 14 at 10. Sol Catchpole, 23 Great Dover-st.

Webb, Samuel, Sudbury, Suffolk, Builder. July 13. Sudbury, Aug 14 at 12.

Webster, Henry, 29 Noel-st, Islington, Clerk to an Attorney. Pet July 28 (in forma pauperis). London, Aug 19 at 10. Sols Aldridge & Bromley, 46 Moorgate-st.

Weir, James, 11 Anticlist-st, Commercial-rd East, Commission Agent. Pet July 25 (in forma pauperis). London, Aug 14 at 12. Sol Aldridge, 46 Moorgate-st.

White, Thomas, Cherry Orchard-rd, Croydon, Surrey, Bricklayers' Foreman. Pet July 30. London, Aug 19 at 10. Sols Marshall & Son, 12 Hatton-garden.

Whyte, George Cay, Brunell-st, Lancashire, General Mill Furnisher. Pet July 29. Salford, Aug 16 at 10. Sol Swan, Manchester.

Wilson, William, 9 House in 5 Court, Deriosted, Birmingham, Shoemaker. Pet July 23. Birmingham, Sept 29 at 10. Sol Parry, Birmingham.

Wilson, Joseph, Derby, Thuman. Pet July 29. Nottingham, Aug 14 at 11. Sols Gamble & Leech, Derby.

Willshire, Frederick George Albert, Heworth, Durham, Innkeeper. Pet July 26. Newcastle-upon-Tyne, Aug 11 at 11. Sols Harie & Co., 20 Southampton-bldgs, Chancery-lane, and Newcastle-upon-Tyne.

Wood, Samuel, Fawcett-st, Sheffield, Seythe Maker. Pet July 26. Sheffield, Aug 14 at 2. Sol Mason, York and Sheffield.

Worstenholm, Thomas, Bridge Inn-yard, Granville-street-park, Sheffield, Labourer. Pet July 30. Sheffield, Aug 14 at 2. Sol Mason, York and Sheffield.

TUESDAY, Aug. 5, 1862.

Allen, Frederick, Leeds, Cloth Merchant. Pet Aug 1. Leeds, Aug 28 at 11. Sols Bond & Barwick, Leeds.

Alman, Michael, 60 College-st, Bristol, Attorney-at-Law. Pet Aug 1. Bristol, Aug 18 at 12. Sols Clifton & Benson, Bristol.

Bache, George, 9 Benacre-st, Birmingham, Provision Dealer. Pet Aug 1. Birmingham, Sept 29 at 10. Sol East, Birmingham.

Baldwyn, George, High-st, Cleobury Mortimer, Salop, Common Carrier. Pet July 28. Cleobury Mortimer, Aug 20 at 10. Sol Crowther, Kidderminster.

Barker, Daniel, Cross Keys Inn, Saffron Walden, Essex, Innkeeper. Pet Aug 1. London, Aug 18 at 12. Sols Hills, 7 Gray's-inn-square, and Cooper, Cambridge.

Beach, George, Sudell-st, Rochdale-rd, Manchester, Ale and Porter Brewer. Pet Aug 1. Manchester, Aug 26 at 9.30. Sol Gardner, Manchester.

Bejemann, Harry Stanley, 41 Cariton-st, Kentish Town, Haberdasher. Pet July 30 (in forma pauperis). London, Aug 18 at 2. Sol Aldridge, 46 Moorgate-st.

Billett, Isaac, 2 Berkeley-pl, Clifton, Bristol, Grocer. Pet July 30. Bristol, Aug 30 at 12. Sol Sabine.

Billing, Edward, jun., Halifax, Nova Scotia, British North America, Merchants. Pet Jan 13. London, Aug 20 at 2. Sols Ashurst, Son, & Morris, Old Jewry.

Birch, William Burgess, High-st, Smethwick, Staffordshire, Commission Agent. Pet July 31. Stafford, Aug 14 at 10. Sol Shakespeare, Oldbury and Westonswich.

Bonsor, Joseph, 21 Great Cambridge-st, Hackney-rd, Trimming Manufacturer. Pet July 29. London, Aug 29 at 12. Sols Ingle & Goody, King William-st.

Brady, Arthur Granville, 82 Friar-st, Reading, Berks, Hop, Wool, and

Manure Agent. Pet Aug 1. London, Aug 20 at 11. Sols Doyle, 2 Venetian-bldgs, Gray's-inn, and Smith, Reading.

Brannon, Philip, Southampton, Architect. Pet July 31. London, Aug 19 at 1. Sol Stocker, 61 Cornhill.

Calrow, James, 30 Salop-st, Kirkdale, near Liverpool, Haberdasher. Pet July 31. Liverpool, Aug 18 at 3. Sol Hughes, Liverpool.

Carden, William, 17 West-st, Brighton, Bricklayer. Pet July 30. Brighton, Aug 19 at 11. Sol Goodman, Brighton.

Chatfield, William, Surbiton, Surrey, Clerk to a Manufacturer. Pet July 31. London, Aug 19 at 1. Sol Neal, Pinner's-hall, Old Broad-st.

Clarke, John, William Leek, & Thomas Adams, Wolverhampton, Engineers. Pet July 31. Birmingham, Aug 18 at 12. Sols James & Knight, Birmingham.

Cribb, George, & Mary Cribb, Milton and Martock, Somerset, Grocers. Pet July 29. Exeter, Aug 20 at 11. Sols Slade, Martock, and Hirzall, Exeter.

Culley, George, Soho Inn, Studley, Calne, Wilts, Farmer. Pet Aug 2. Calne, Aug 16 at 11. Sol Rawlings, Melksham.

Daniel, Henry Maddocks, Chancery-chambers, Quality-et, and of 11 Lansdowne-crea, Kensington-park, Attorney and Solicitor. Pet July 29. London, Aug 18 at 11. Sol Kisch, 8 Lancaster-place, Strand.

Denton, Benjamin, Queen's Head, Halifax, Stone Dresser. Pet July 16 (in forma pauperis). Halifax, Aug 16 at 10. Sol Haigh, Huddersfield.

Dobson, Walker, Tong-park-bldgs, Baildon, Yorkshire, Assistant Over-looker. Pet July 29. Otley, Aug 16 at 1. Sol Harie, Leeds.

Eade, Thomas Mayhew, Wickham-market, Suffolk, Schoolmaster. Pet July 31. London, Aug 19 at 12. Sol Nettleship, 37 John-st, Bedford-row, for Read, Halesworth.

Eaton, Deodatius William, Parkhurst Barracks, Isle of Wight, Army Surgeon. July 23. Newport, Aug 16 at 1. Sol Mackey, Southampton.

Fletcher, John, 12 King-st, Bury, Lancashire, Tin Plate Worker. Pet Aug 2. Bury, Aug 28 at 11. Sol Anderton, Bury.

Foster, John, 64 George-st, Hastings, Fruiterer. Pet Aug 2. Hastings, Aug 19 at 10.30. Sol Goodman, Brighton.

Franks, William, King-st, Brynnaur, Breconshire, Beer-house Keeper. Pet July 31. Tredgar, Aug 19 at 11. Sol Harris, Tredgar.

Gartside, William, Rasbottom-st, Staleybridge, Lancashire, Chemist. Pet Aug 1. Manchester, Aug 19 at 12. Sols Jones & Paterson, Liverpool, and Sells, Manchester.

Gibson, John Thomas, and James Bennett Gibson, 1 Sun-st, Cornhill, Ship Brokers. Pet Aug 2. London, Aug 20 at 12. Sol Wood, 97A, Bucklersbury.

Godfrey, George, Swannington, Leicestershire, Joiner. Pet July 31. Burton, Aug 11 at 2. Sol Flint, Uttoxeter.

Grundy, William, Bolton New-rd, Chorwheat, Atherton, Lancashire, Joiner and Builder. Pet Aug 1. Manchester, Aug 22 at 11. Sol Foulkes, Manchester.

Gwilliam, John, Smallbrook-st, Birmingham, News Agent. Pet July 31. Birmingham, Aug 18 at 12. Sol East, Birmingham.

Hanbury, Thomas James, 12 Belgrave-rd, Park-rd, New Peckham, Clerk to an Attorney. Pet July 30 (in forma pauperis). London, Aug 19 at 1. Sols Aldridge & Bromley, 46 Moorgate-st.

Heath, Robert Mudge, St. John's-hill, Battersea-raise, Carpenter. Pet July 30. London, Aug 18 at 10.30. Sol Hill, 10 Basinghall-st.

Heathcote, Michael Edensor, 12 Air-st, Regent-st. Pet July 30. London, Aug 18 at 11. Sol Lomax, 115 Great Russell-st, Bedford-sq.

Henley, Joseph, John Francis Thurgood, Joseph Henley, the younger, and Richard Henley, 48 High-st, Southwark, Hop, Corn, and Seed Factors. Pet Aug 2. London, Aug 18 at 12. Sols Thomas & Hollans, Mincing-lane.

Heslington, William, 161 Bristol-st, Birmingham, Clock and Looking Glass Manufacturer. Pet Aug 1. Birmingham, Sept 29 at 10. Sol Duke, Birmingham.

Hockey, William, Kilington, Devon, Cattle Dealer. Pet June 27. Exeter, Aug 15 at 12. Sols Flood, Exeter, and Tweed, Hinton.

Jackson, Abraham, 8 Liddell-st, North Shields, Northumberland, Ship Owner. Pet Aug 2. Newcastle-upon-Tyne, Aug 18 at 11. Sol Joel, Newcastle-upon-Tyne.

Johnstone, William, Great Russell-st, Dealer in Marine Stores. Pet Aug 1. London, Aug 20 at 11. Sols Marshall & Son, 12 Hatton-garden.

Kirkby, John, Gringely-on-the-Hill, Nottinghamshire, Joiner. Pet Aug 2. East Retford, Aug 27 at 10. Sol Marshall, East Retford.

Lambton, John George, and John Nicholas Lawson, Sunderland, Chemists. Pet Aug 2. Newcastle-upon-Tyne, Aug 18 at 11.30. Sols Harie & Co., 20 Southampton-bldgs, Chancery-lane, and 2 Butcher-bank, Newcastle-upon-Tyne.

Mackie, James, Rochdale, Lancashire, Draper. Pet July 29. Manchester, Aug 22 at 12. Sols J. & H. Standing, the Butts, Rochdale, and Boote, Manchester.

Masters, John, 3 Alsop-pl, Regent's-pk, Assistant to a Draper. Pet July 31. London, Aug 18 at 10. Sol Beard, 10 Basinghall-st.

Mauder, John, Crediton, Devon, Watch and Clock Maker. Pet July 30. Crediton, Aug 25 at 11. Sol Flood, Exeter.

McNulty, James, 31 Flag-row, Newtown, Manchester, Tripe Dresser. Pet July 31. Manchester, Aug 26 at 9.30. Sol Wharton.

Meady, Joseph, Woudham, near Rochester, Beerseller. Pet July 23. London, Aug 20 at 12. Sols Harrison & Lewis, 6 Old Jewry.

Miller, Alfred George Du Chemin, Kenton, Devonshire, Druggist. Pet Aug 1. Exeter, Aug 16 at 11. Sol Fryer, Exeter.

Moss, John, 41 Backchurch-lane, Whitechapel, Boarding Master. Pet Aug 1. London, Aug 20 at 11. Sol Abbott, St. Mark-st, Great Prescot-st.

Nallard, Albert Francis, Horsham, Sussex, Coach Maker. Pet July 29. London, Aug 18 at 12.30. Sols Patteson & Cobbold, 17 & 18 New Bridge-st, Blandford, and Rawlins, Horsham.

Osmont, Joseph James, Castle Tavern, Kent-st, Blacksmith, Licensed Victualler. Pet July 31. London, Aug 19 at 1. Sols Venning, Naylor, & Robins, 9 Tokenhouse-yard.

Pearce, William Galloway, Russell-st, Bristol, Watchmaker. July 24 (in forma pauperis). Bristol, Aug 22 at 12. Sol Brittan.

Pickard, Jonathan, Fleece Mills, and Eastwood-rd, Kighley, Yorkshire, Cotton Manufacturer. Pet Aug 1. Leeds, Aug 28 at 11. Sols Carus & Tempest, Leeds.

Prudence, William, Mansfield, Nottinghamshire, Butcher. Pet Aug 1. Mansfield, Sept 5 at 19. Sol Curdham, Mansfield.

Richardson, James, Staines, Middlesex, Baker. Pet Aug 1. London, Aug 18 at 11.30. Sol Haynes, 17 Southampton-buildings, Chancery-lane.

Sayer, William, 22 Brunswick-st., Dover-road, Surrey, Clerk to an Attorney. Pet July 31. London, Aug 19 at 11. Sol Dubois, Coleman-st., City.

Scott, Charles, Peckham-st., Kingston-upon-Hill, Shoemaker. Pet July 9. Kingston-upon-Hill, Aug 13 at 12. Sol Reed, Hall.

Sinkinson, Joseph, Haight, Hightown, Bristol, Yorkshire, Joiner. Pet Aug 2. Leeds, Aug 23 at 11. Sols Rykes, Heckmondwike, and Simpson, Leeds.

Smith, Charles, Newport-st., Swindon, Wilts, Journeyman Butcher. Pet July 20. Swindon, Aug 14 at 10. Sol Foote, Swindon.

Smith, Frederick, Jan, 329 Bristol-rd., Birmingham, Commission Agent. Pet July 30. Birmingham, Aug 18 at 12. Sols James & Knight, Birmingham.

Strutt, George, 1 Shenton-st., Old Kent-rd., Surrey, Builder. Pet Aug 1. London, Aug 20 at 11. Sol Silvester, 18 Great Dover-st., Newington.

Thomas, Nathaniel, 23 Gilbert-st., Grosvenor-sq., Middlesex, Upholsterer. Pet July 29. London, Aug 18 at 10.30. Sols Lawrence, Smith, & Fawcett, 12 Broad-st.

Thompson, John, Church-st., Seelcoates, Kingston-upon-Hill, Coal Merchant. Pet July 30. Kingston-upon-Hill, Aug 30 at 12. Sol Reed.

Trewinnard, Joshua, 40 Providence-row, Park-rd., Islington, Watch Examiner. Pet July 31. London, Aug 18 at 10. Sols Marshall & Son, 19 Hatton-garden.

Trewinnard, Joshua George, 18 Gerrard-st., Islington, Watch Manufacturer. Pet July 29. London, Aug 18 at 11. Sol Poole, 55 Bartholomew-close.

Turner, Richard, Woodbine-grove, Penge, Surrey, Painter. Pet Aug 1. London, Aug 18 at 11. Sol Cooper, 9 Charing-cross.

Vandenbergh, Christopher, 4 Tullier-st., Hackney-rd., Middlesex, Compositor. Pet July 31. London, Aug 19 at 12. Sol Davis, 16, Golden-sq.

Walker, James, Garden-house, Spring-gardens, Skipton, West Riding, Yorkshire, Gardener. Pet July 28. Skipton, August 22 at 1. Sol Robinson, Settle.

West, Maurice Thomas, 26 Wood-st., Woolwich, Surgeon. Pet Aug 1. London, Aug 30 at 11. Sol Lewis & Lewis, 10 Ely-place, Holborn.

Whitton, Edward Raine, Whitlington, at Kingston-upon-Hill, Shipping Agent. Pet July 23. Kingston-upon-Hill, Aug 20 at 12. Sols Eaton & Bellby, Hull.

Wright, James, Kingston-upon-Hill, Confectioner. Pet Aug 1. Hull, Aug 18 at 10.30. Sols Eaton & Bellby, Parliament-st., Hull.

BANKRUPTCIES ANNULLED.

FRIDAY, Aug. 1, 1862.

Elms, Francis George, 8 London-st., Greenwich, Watchmaker and Jeweller. July 31.

TUESDAY, Aug. 5, 1862.

White, James, 60 Redcliff-st., Bristol, Boot and Shoe Maker. July 31.

INDISPUTABLE LIFE ASSURANCE COMPANY OF SCOTLAND.

EDINBURGH, 13, QUEEN STREET—LONDON, 54, CHANCERY LANE. Alex. Robertson, Manager. James Bennett, F.R.S., Resident Sec.

THE SATURDAY REVIEW, in an article on "The Perils of Life Assurance," says: "It is somewhat strange, though it is undeniably true, that, of all the agreements that are made between man and man, there are none which are exposed to so many perils as Policies of Assurance. We believe that we are within the mark when we say, that the Companies have the power legally to resist payment of one-half of the Policies which they issue. It is true that, in most instances, the sum assured is actually paid, though the cases in which a compromise is effected for a less amount, by threat of refusing the whole, are much more frequent than is commonly supposed."

THE TIMES, in discussing the same subject, and after remarking on the frequent injustice done to the Insured by Companies disputing Policies, and compelling compromises upon frivolous pretexts, comes to the conclusion, that "The only mode by which security can be obtained must be in Assurance Offices holding themselves precluded from raising any future question."

THE SCOTSMAN advises: "Take Lord St. Leonard's advice, 'don't rely on the moral feelings of Directors,' let Policies be indisputable from the beginning."

THE LORD CHANCELLOR, when Attorney-General, and Mr. J. Napier Higgins, on advising on the Policies of this Company, pronounce their opinion: "We are of opinion that, assuming the insured to have an insurable interest in the life, a policy in the form stated above would be indisputable by the Company both at law and in equity."—RICHARD BARNELL, J. NAPIER HIGGINS, Lincoln's Inn, 8th August, 1860.

This Company have effectually precluded themselves from raising any future question to impair the validity of a Policy, by inserting a clause to that effect in their Deed of Constitution; and they are enabled to state that

THE INDISPUTABLE LIFE ASSURANCE COMPANY OF SCOTLAND IS THE ONLY COMPANY WHO ISSUE INDISPUTABLE POLICIES.

These Policies are Indisputable and Unconditional, and contain no restrictions as to travel, residence, or change of employment; so that (unlike all other Policies) they are complete securities, to be used as Family Provisions, or in connection with Marriage Contracts, Loans, or other pecuniary transactions.

Trustees—Andrew Gilon, Esq., of Wallhouse; Samuel Hay, Esq., Manager of the Union Bank, Edinburgh; Henry Moffat, Esq., of Eldin. Ordinary Directors—William Anderson, Esq., Town Clerk of Leith; William N. Fraser, Esq., of Tornavene, Albany-street; Henry Moffat, Esq., of Eldin; James Ritchie, Esq., Wholesale Stationer; Adam Morrison, Esq., S.S.C., York-place; the Rev. William Robertson, of New Greyfriars; John Turnbull, Esq., of Abbey St. Bathans. Auditors—James Greenhill, Esq., Manager of the Clydesdale Bank, Edinburgh; David Marshall, Esq., Chartered Accountant. Medical Adviser—John Hughes Bennett, M.D. Solicitors—Messrs. J. & J. Turnbull, W.S. Bankers—The Union Bank of Scotland. Secretary—Alexander T. Niven, Esq., C.A.

IMPORTANT TO SOLICITORS.

A LIFE ASSURANCE POLICY usually contains important Conditions and Limitations, the infringement of which either invalidates the assurance or subjects the Policy-holder to the demand of additional payments in order to keep it in force. These conditions are not mere matters of form, but are daily acted on by respectable offices under circumstances, the result of mere inadvertence on the part of the Policy-holder, or over which he had no control whatever. Such an assurance affords but a partial protection in any case, and is especially unsatisfactory as a security for money. This constant and excessive liability to forfeiture so much detracts from the value of ordinary Life Policies, that the directors of the

LIFE ASSOCIATION OF SCOTLAND.

(Founded, 1853.)

have been induced to form a new scheme of Unconditional Assurance on Life which obviates the objections hitherto urged against Life Assurance. Under the new scheme the power of cancelling the policy is virtually taken from the company and transferred to the Policy-holder.

The following are some of the principal arrangements:—No restriction is imposed as to occupation or residence. No extra premiums can be payable.

Omission to pay a premium by oversight does not affect the assurance, and, after a time, payment may be intentionally postponed for a year.

The assurance is virtually non-forfeitable and unquestionable. During year ending 5th April, 1862, 1307 new policies were issued for £243,630. The Annual Income of the Association, is £193,012.

A Medical Officer in attendance daily at 12.45 o'clock.

THOMAS FRASER, Res. Secretary.

London, 20, King William-street, E.C.

REVERSIONS AND ANNUITIES.

LAW REVERSIONARY INTEREST SOCIETY, 68, CHANCERY LANE, LONDON.

CHAIRMAN—Russell Gurney, Esq., Q.C., Recorder of London.

DEPUTY-CHAIRMAN—Nassau W. Senior, Esq., late Master in Chancery.

Reversions and Life Interests purchased: Immediate and Deferred Annuities granted in exchange for Reversionary and Contingent Interests.

Annuities, Immediate, Deferred, and Contingent, and also Endowments granted on favourable terms.

Prospectuses and Forms of Proposal, and all further information, may be had at the Office. C. B. CLABON, Secretary.

Somerleyton-hall, Suffolk.

MESSRS. DANIEL SMITH, SON, & OAKLEY have much pleasure in announcing that the above MANSION, with about 5,600 acres, has been DISPOSED OF by Private Contract. They also beg to call the attention of the public to the amended advertisements below, which comprise the whole of the residue of the Estate for Sale by Auction, at Lowestoft, on the 13th, 14th, and 15th of August next.

London, Tilbury, and Southend Railway.

MESSRS. DANIEL SMITH, SON, & OAKLEY will SELL BY AUCTION, at the MART, near the Bank of England, on TUESDAY, AUGUST 19, at TWELVE, a substantial FREEHOLD HOUSE, close to the Railway Station at Leigh, held by Mr. Thompson, grocer and draper, a yearly tenant, at the rent of £36 per annum.

Particulars may be had at the Royal Hotel, Southend; at the Mart, E.C.; of Messrs. HOLLINGSWORTH, TIERMAN, & GREEN, 24, Gresham-street, E.C.; and of Messrs. DANIEL SMITH, SON, & OAKLEY, Land Agents, 10, Waterloo-place, Pall-mall, S.W.

Yattondon-house, between Pangbourne and Newbury, Berks, a moderate sized Mansion, with a rich little Demesne of 700 acres, in a ring fence, partly disposed as park grounds, offering a fine site for the erection of a mansion; and two valuable Farms, with a superior Farm-house and three conveniently-placed Homesteads.

MESSRS. DANIEL SMITH, SON, & OAKLEY have been favoured with instructions to offer for SALE BY AUCTION, in the month of AUGUST, at the MART, near the Bank of England, in One Lot, the above valuable FREEHOLD RESIDENTIAL PROPERTY, situate at Yattondon, five miles distant from the Pangbourne and Woolhampton station on the Great Western line of Railway, and nearly seven miles from the town of Newbury. It comprises about 700 acres, in a ring fence, with a comfortable and well-appointed, moderate-sized mansion, with stabling, gardens, lawn, and carriage approach from the village, also walks screened by plantations extending to a well preserved covert. The park ground, though not immediately adjoining the house, is studded with some fine old timber trees, and presents a fine elevated and boldly undulating site for the erection of a mansion, and commands a magnificent range of scenery. The farm comprises the Manor or Place Farm, about 375 acres of good wheat land, and an excellent Sheep Farm, with a very superior farm-house and homestead, also a second homestead, called Manston; also a Farm called Calves Leys, about 145 acres of superior land, with a newly-erected farm-house and homestead. Both farms are let to good tenants for a short unexpired term of a lease. The mansion, park, and woodlands, and three enclosures are in hand. The whole estate is interspersed with woods and coverts, in which are several good ponds of water, and intersected by extensive private roads and drives, and is so disposed as to afford excellent shooting. There is also a good head of game on the property. Several packs of foxhounds meet within easy distance.

Full printed particulars, with plans, will be shortly published, and may then be obtained at the George Hotel, Pangbourne; the Falcon Inn, Newbury; and of Messrs. BLANDY, FRIS, & Co., Reading; and, with order to view, of Messrs. DANIEL SMITH, SON, & OAKLEY, Land Agents and Surveyors, 10, Waterloo-place, Pall-mall; S.W.

LOWESTOFT.

MESSRS. DANIEL SMITH, SON, & OAKLEY have received instructions to **SELL** by **AUCTION**, at the **ROYAL HOTEL**, Lowestoft, on **THURSDAY** and **FRIDAY** the 14th and 15th days of **AUGUST**, at **ONE** each day, in numerous lots, Three superior semi-detached **VILLA RESIDENCES**, having a beautiful sea view, and being Nos. 14, 15, and 16, on the Esplanade; eight capital residences, being Nos. 23, 26, 28, 29, 34, 36, 37, and 38, on the Marine Parade; several other valuable properties, including the Plough and Sail beerhouse, a residence in the occupation of Captain Daniels, the offices occupied by Mr. Glover, the Boathouse Cottage, &c., various lots of cottage property, the Fish Office, &c. The foregoing are all freehold. Also, valuable mercantile premises on Lowestoft Quay, comprising the cake and oil mills, held by lease for 99 years at low ground rents; also numerous ground rents, with reversion well and amply secured, amounting to about £350 per annum, and fee-farm rents and perpetual charges on houses recently erected, amounting to upwards of £160 per annum, various freehold building sites, &c. The property included in this sale is of a very valuable character, and will afford to the capitalist sound investments.

Particulars, with plans, may be had at the Royal Hotel, Lowestoft; of Messrs. SWIFT, WAGSTAFF, & BLENKINSOP, Solicitors, 32, Great George-street, Westminster, S.W.; and of Messrs. DANIEL SMITH, SON, & OAKLEY, Land Agents and Surveyors, 10, Waterloo-place, Pall Mall, S.W.

Suffolk.—Amended Announcement.

MESSRS. DANIEL SMITH, SON, & OAKLEY will **SELL** by **AUCTION**, at the **ROYAL HOTEL**, **LOWESTOFT**, on **WEDNESDAY**, **AUGUST 13**, at **ONE O'CLOCK** (a considerable portion of the Estate hitherto advertised for sale on that day having been disposed of by private contract), the following valuable **FREEHOLD PROPERTIES**—

Lot 1. A superior Residence, on the banks of Lake Lothing, in the parish of Carlton Colville, with a compact Farm adjoining, in all 106 acres.

Lot 2. Two valuable Fields in Kirley parish, containing 5a. 3r. 34p., held by Mr. Sampson.

Lot 3. The Mutford Farm, in the parishes of Mutford and Barnby, and containing 179 acres, including Mutford Great Wood, an excellent pheasant and woodcock cover.

Lot 4. Two most substantial Cottages and Gardens, near lot 3.

Lot 5. A valuable piece of Marsh Land, in the parish of Barnby, containing 11a. 2r. 33p., called Barnby Rush Marsh.

Lot 6. Three valuable Marshes in the parish of Barnby, containing 15a. 1r. 30p.

Lot 7. Four Fields of capital arable land, in the parish of Carlton Colville, containing 24a. 1r. 23p.

Lot 8. A Dwelling-house, blacksmith's shop, &c., at the junction of the roads leading from Carlton Bell and Carlton Ship to Lowestoft.

Lot 9. Three pieces of Land in the parish of Mutford, containing 15a. 0r. 6p.

Lot 10. A very valuable Farm in the parish of Pakefield, in the occupation of Mr. Goldspink, and containing 69a. 3r. 29p.

Lots 11, 12, and 13 will comprise valuable Accommodation Lands, known as the Humberstone Marshes, in the parish of Bradwell, adjoining Breydon Water, and only a mile from Southtown and Great Yarmouth.

Lot 11 contains 10a. 1r. 37p.; lot 12, 30a. 1r. 2p.; and lot 13, 39a. 2r. 1p.

Particulars, with plans, may be had at the Royal Hotels at Lowestoft, Norwich, and Yarmouth; of Messrs. SWIFT, WAGSTAFF, & BLENKINSOP, 32, Great George-street, Westminster; and of Messrs. DANIEL SMITH, SON, & OAKLEY, Land Agents and Surveyors, 10, Waterloo-place, Pall-mall, S.W.

Rodborough Manor, Gloucestershire, with its noble and highly-finished stone Mansion, delightfully placed upon a fine, commanding eminence, screened from the north and east, in a rich and beautiful park, superbly timbered, with extensive walks through the varied plantations and belts, in the midst of remarkably cheerful and very picturesque scenery, freehold, and exonerated of land tax.

MESSRS. DANIEL SMITH, SON, & OAKLEY beg to inform the public that they are honoured with instructions from the Proprietor, Earl Russell, to offer for **SALE** by **AUCTION**, at the **MART**, near the Bank of England, on **TUESDAY**, the 19th of **AUGUST**, at **TWELVE** o'clock, the above distinguished and delightfully situated **RESIDENTIAL ESTATE**, situate three miles from the Stroud Station, on the Great Western line of Railway, and surrounded by some of the most beautiful scenery of Gloucestershire. The mansion is substantially built of stone, and planned throughout with every regard to comfort and convenience. It contains on the upper floor 20 bed and dressing rooms, and on the ground floor drawing room, 29ft. by 17ft. 6in.; music room, 29ft. by 17ft. 2in.; dining room, 29ft. by 16ft. 6in.; and library, 29ft. by 18ft., with spacious entrance hall, billiard room, and breakfast room, with very convenient domestic offices; also various out-buildings, commodious stables, large coach houses, &c. The mansion is finely placed on a commanding eminence, with a broad terrace in front, overlooking its rich, undulating, park-like pastures, belted with magnificent timber, and a great extent of cheerful and varied scenery. It presents three handsome fronts to the grounds, the principal one relieved by a noble Roman-Doric portico. In the pleasure grounds, which are well planted, is an elegantly designed stone-built conservatory. The kitchen gardens are large, and very productive. There is also a superior farm residence and buildings, some valuable cottage property, together with the manor of Rodborough, with all its rights and privileges, the whole situate in the parishes of Minchinhampton and Rodborough, and containing about 150 acres. The lands in hand with the mansion comprise about 20 acres; the remaining portion, with the farm homestead, is let as a dairy farm to a very respectable tenant, at a rental of £292 per annum. Possession may be had on completion of the purchase.

Further particulars, with plan, may be obtained of Messrs. WING & DU CANE, 1, Gray's-inn-square, W.C.; at the Auction Mart, E.C.; and with orders to view of Messrs. DANIEL SMITH, SON, & OAKLEY, Land Agents and Surveyors, 10, Waterloo-place, Pall-mall, S.W.

The Perpetual Advowson of Great Clacton and Little Holland, near Colchester, in the county of Essex.

MESSRS. DANIEL SMITH, SON, & OAKLEY have received instructions to **SELL** by **AUCTION**, at the **MART**, near the Bank of England, on **TUESDAY**, the 19th **AUGUST**, at **TWELVE** o'clock, the **PERPETUAL ADVOWSON** and **NEXT PRESENTATION** to the **VICARAGE** of the **PARISH** of **GREAT CLACTON**, to which is annexed the Donative or Perpetual Curacy of Little Holland, Great Clacton is situate in Tending Hundred, near the sea, about 15 miles from Colchester, and eight from Walton-on-the-Naze, in Rochester Diocese and Colchester Archdeaconry, Essex. The tithes are commuted at £297 16s. 6d. together. There is a comfortable vicarage, and about five acres of glebe land. There is only one church. The present incumbent is 43. The population of the two parishes is about 1,400.

Particulars (when ready) may be had at the Cups Hotel, Colchester; at the hotels at Oxford and Cambridge; at the Mart; of G. B. ACKWORTH, Esq., solicitor, Rochester; of E. L. HOOPER, Esq., solicitor, 37, Southampton-buildings, Chancery-lane; and of Messrs. DANIEL SMITH, SON, & OAKLEY, Land agents and surveyors, 10, Waterloo-place, Pall-mall, S.W.

Valuable and Important Freehold Estate at Redhill, near Reigate, Surrey

TO BE SOLD, pursuant to a Decree of the High Court of Chancery, made in a cause of Hynam v. Gawkröger, with the approbation of Vice-Chancellor Sir William Page Wood, to whom Court this cause is attached, in one or eight Lots, by Mr. WILLIAM THORNTON, the person appointed by the said Judge, at the **AUCTION MART**, in the city of London, on **WEDNESDAY**, the 13th day of **AUGUST**, 1862, at **TWELVE** o'clock at noon, a Freehold Building Estate called Chart Lodge, situate within a short walk of the Redhill Junction Railway Station of the South Eastern, London and South Coast, and Reigate, Guildford, and Reading Railways. The estate is in hand, and comprises a residence, cottage, various agricultural and other buildings, and 32a. 1r. and 26p. of arable, meadow, pasture, and wood land—lying within a ring fence, and bounded on the north and south sides by good roads.

Printed particulars and conditions of sale, with plans of the estate, may be had gratis, at the Lodge on the premises (which may be viewed), at the Junction Hotel, and Warwick Arms Inn, at Redhill, and other principal Inns in the neighbouring towns and villages; at the Auction Mart, London; of Mr. JOHN FROST, solicitor, 138, Leadenhall-street, in the city of London; Messrs. EDWARDS, LAYTON, & JACQUES, solicitors, 8, Ely-place, Holborn; of Messrs. ROBSON & SUTER, solicitors, Half-fax, Yorkshire; of Mr. GEORGE HORSEFALL, Clarendon Green, Nuffield, Redhill; and of Mr. WILLIAM THORNTON, Land Agent, Surveyor, and Auctioneer, Old Bank, Reigate.

JOHN GOSNELL & CO., PERFUMERS TO THE QUEEN, beg to recommend the following Fashionable and Superior Articles for the **TOILET** to the especial notice of all purchasers of Choice **PERFUMERY**.

John Gosnell & Co.'s **JOCKEY CLUB PERFUME**, in universal request as the most admired perfume for the handkerchief, price 2s. 6d.

John Gosnell & Co.'s **LA NOBLESSE PERFUME**—a most delicate perfume of exquisite fragrance.

John Gosnell & Co.'s **GARIBALDI BOUQUET**—a most choice and fashionable perfume.

John Gosnell & Co.'s **RUSSIAN LEATHER PERFUME**—a very fashionable and agreeable perfume.

John Gosnell & Co.'s **BALL-ROOM COMPANION** or **FOUNTAIN PERFUMES**. Elegant Novelties, in the form of Portable Handkerchief Perfumes in a neat case, which emits on pressure a jet of most refreshing perfume. Price 1s. and 1s. 6d. each.

John Gosnell & Co.'s **LA NOBLESSE POMADE**—elegantly perfumed, and highly recommended for beautifying and promoting the growth of Hair.

John Gosnell & Co.'s **GOLDEN OIL**—Molline—Macassar Oil—Bears Grease, &c., for the Hair.

John Gosnell & Co.'s **CHERRY TOOTH PASTE** is greatly superior to any Tooth Powder, gives the Teeth a pearl-like whiteness, protects the enamel from decay, and imparts a pleasing fragrance to the breath.

John Gosnell & Co.'s **AMBROSIAL SHAVING CREAM**, 1s. and 1s. 6d. n pots; also, in compressible tubes, for the convenience of persons travelling, price 1s.

John Gosnell & Co.'s **INSTANTANEOUS HAIR DYE**—The only Hair Dye which produces a good natural colour with perfect certainty and with the least possible trouble.

Manufactory, 12, Three King-court, Lombard-street, London.

ALBION SNELL, WATCHMAKER, JEWELLER, &c., 114, High Holborn, W.C. (seven doors east of King-st.) London. Every watch skillfully examined, timed, and its performance guaranteed.

Gold Watches, from 30gs. to 3gs.
Silver ditto, 12gs. „ 30s.

Any article exchanged if not approved, and a written warranty given when desired.

A choice assortment of French Clocks always on hand.
Established in 1848.

POLYTECHNIC.—NEW LECTURE by Professor

J. H. Pepper, on Tuesday, Thursday, and Saturday, at half-past 12 and a quarter past 7, on "Some of the Chief Scientific Specialities of the International Exhibition." Splendid Series of Electrical Experiments with the Giant Plate Machine and Lecture by J. L. King, Esq., for his Buffo-Musical Entertainments. Beautiful Dissolving Views, illustrating London in Ancient and Modern Times. Fair as it is. The Holy Land. Concerts by the BROUSIL FAMILY. See weekly programme of 8 pages. Open from 10 to 10. Admission 1s.

